

**Original**

**Alere Women's**  
**and Children's**  
**Health, LLC**  
**(Shelby Co)**

**CN1512-056**

December 7, 2015

Melanie Hill, Executive Director  
Tennessee Health Services and Development Agency  
Andrew Jackson Building, 9<sup>th</sup> Floor  
502 Deaderick Street  
Nashville, TN 37243


RE: CON Application Submittal  
Alere Women's and Children's Health, LLC--Expansion of Service Area  
Germantown; Shelby County

Dear Mrs. Hill:

This letter transmits an original and two copies of the subject application. The affidavit and filing fee are enclosed.

I am the contact person for this project. Brant Phillips is legal counsel. Please advise me of any additional information you may need. We look forward to working with the Agency on this project.

Respectfully,



John Wellborn  
Consultant



**ALERE WOMEN'S AND  
CHILDREN'S HEALTH, LLC**

**SHELBY COUNTY AGENCY**

**CERTIFICATE OF NEED APPLICATION  
TO ADD SERVICE AREA COUNTIES**

**Submitted December, 2015**

## ***PART A***

### ***1. Name of Facility, Agency, or Institution***

Alere Women's and Children's Health, LLC (of Shelby County)		
<i>Name</i>		
3175 Lenox Park Boulevard, Suite 400	Shelby	
<i>Street or Route</i>	<i>County</i>	
Memphis	TN	38115
<i>City</i>	<i>State</i>	<i>Zip Code</i>

### ***2. Contact Person Available for Responses to Questions***

John Wellborn		Consultant	
<i>Name</i>		<i>Title</i>	
Development Support Group		jwdsg@comcast.net	
<i>Company Name</i>		<i>E-Mail Address</i>	
4219 Hillsboro Pike, Suite 210	Nashville	TN	37215
<i>Street or Route</i>	<i>City</i>	<i>State</i>	<i>Zip Code</i>
CON Consultant	615-665-2022	615-665-2042	
<i>Association With Owner</i>	<i>Phone Number</i>	<i>Fax Number</i>	

### ***3. Owner of the Facility, Agency, or Institution***

Alere Women's and Children's Health, LLC		901-756-6444
<i>Name</i>		<i>Phone Number</i>
Same as in #1 above		
<i>Street or Route</i>		<i>County</i>
Same as in #1 above		
<i>City</i>	<i>State</i>	<i>Zip Code</i>

### ***4. Type of Ownership or Control (Check One)***

A. Sole Proprietorship		F. Government (State of TN or Political Subdivision)	
B. Partnership		G. Joint Venture	
C. Limited Partnership		H. Limited Liability Company	x
D. Corporation (For-Profit)		I. Other (Specify):	
E. Corporation (Not-for-Profit)			

**PUT ALL ATTACHMENTS AT THE BACK OF THE APPLICATION IN ORDER AND  
REFERENCE THE APPLICABLE ITEM NUMBER ON ALL ATTACHMENTS**

**5. Name of Management/Operating Entity (If Applicable)**      **NA**

<i>Name</i>		
<i>Street or Route</i>	<i>County</i>	
<i>City</i>	<i>State</i>	<i>Zip Code</i>

**6. Legal Interest in the Site of the Institution (Check One)**

A. Ownership	<input type="checkbox"/>	D. Option to Lease	<input type="checkbox"/>
B. Option to Purchase	<input type="checkbox"/>	E. Other (Specify):	<input type="checkbox"/>
C. Lease of: 5 years / 60 months	<input checked="" type="checkbox"/>		<input type="checkbox"/>

**7. Type of Institution (Check as appropriate—more than one may apply)**

A. Hospital (Specify): General	<input type="checkbox"/>	I. Nursing Home	<input type="checkbox"/>
B. Ambulatory Surgical Treatment Center (ASTC) Multi-Specialty	<input type="checkbox"/>	J. Outpatient Diagnostic Center	<input type="checkbox"/>
C. ASTC, Single Specialty	<input type="checkbox"/>	K. Recuperation Center	<input type="checkbox"/>
D. Home Health Agency	<input checked="" type="checkbox"/>	L. Rehabilitation Center	<input type="checkbox"/>
E. Hospice	<input type="checkbox"/>	M. Residential Hospice	<input type="checkbox"/>
F. Mental Health Hospital	<input type="checkbox"/>	N. Non-Residential Methadone	<input type="checkbox"/>
G. Mental Health Residential Facility	<input type="checkbox"/>	O. Birthing Center	<input type="checkbox"/>
H. Mental Retardation Institutional Habilitation Facility (ICF/MR)	<input type="checkbox"/>	P. Other Outpatient Facility (Specify):	<input type="checkbox"/>
	<input type="checkbox"/>	Q. Other (Specify):	<input type="checkbox"/>

**8. Purpose of Review (Check as appropriate—more than one may apply)**

		G. Change in Bed Complement Please underline the type of Change: Increase, Decrease, Designation, Distribution, Conversion, Relocation	
A. New Institution	<input type="checkbox"/>		<input type="checkbox"/>
B. Replacement/Existing Facility	<input type="checkbox"/>	H. Change of Location	<input type="checkbox"/>
C. Modification/Existing Facility	<input type="checkbox"/>	I. Other (Specify):	<input checked="" type="checkbox"/>
D. Initiation of Health Care Service as defined in TCA Sec 68-11-1607(4) (Specify) Home Health	<input type="checkbox"/>	Home Health Service Area Expansion, limited to high-risk OB patients.	<input type="checkbox"/>
E. Discontinuance of OB Service	<input type="checkbox"/>		<input type="checkbox"/>
F. Acquisition of Equipment	<input type="checkbox"/>		<input type="checkbox"/>

**9. Bed Complement Data**

NA

*(Please indicate current and proposed distribution and certification of facility beds.)*

	<b>Current Licensed Beds</b>	<b>CON approved beds (not in service)</b>	<b>Staffed Beds</b>	<b>Beds Proposed (Change)</b>	<b>TOTAL Beds at Completion</b>
A. Medical					
B. Surgical					
C. Long Term Care Hosp.					
D. Obstetrical					
E. ICU/CCU					
F. Neonatal					
G. Pediatric					
H. Adult Psychiatric					
I. Geriatric Psychiatric					
J. Child/Adolesc. Psych.					
K. Rehabilitation					
L. Nursing Facility (non-Medicaid certified)					
M. Nursing Facility Lev. 1 (Medicaid only)					
N. Nursing Facility Lev. 2 (Medicare only)					
O Nursing Facility Lev. 2 (dually certified for Medicare & Medicaid)					
P. ICF/MR					
Q. Adult Chemical Dependency					
R. Child/Adolescent Chemical Dependency					
S. Swing Beds					
T. Mental Health Residential Treatment					
U. Residential Hospice					
<b>TOTAL</b>					

<b>10. Medicare Provider Number:</b>	None
<b>Certification Type:</b>	NA
<b>11. Medicaid Provider Number:</b>	None
<b>Certification Type:</b>	NA

**12. & 13. See page 4 ....**

**A.12. IF THIS IS A NEW FACILITY, WILL CERTIFICATION BE SOUGHT FOR MEDICARE AND/OR MEDICAID?**

This is an existing home health agency. It is not eligible to be Medicare-certified because it serves only high-risk pregnant women, none of whom will be 65 or more years of age. It cannot be certified for TennCare because it has no Medicare number (a State requirement). However, the applicant is a major provider of care to TennCare patients by means of service contracts negotiated with all the TennCare MCO's themselves. The MCO's engage and pay Alere to care for many of their high-risk pregnant enrollees because they have found that Alere's "preventive" prenatal services greatly reduce hospital and physician costs that the MCO's would otherwise incur for these patients.

**A.13. IDENTIFY ALL TENNCARE MANAGED CARE ORGANIZATIONS / BEHAVIORAL HEALTH ORGANIZATIONS (MCO'S/BHO'S) OPERATING IN THE PROPOSED SERVICE AREA. WILL THIS PROJECT INVOLVE THE TREATMENT OF TENNCARE PARTICIPANTS? Yes IF THE RESPONSE TO THIS ITEM IS YES, PLEASE IDENTIFY ALL MCO'S WITH WHICH THE APPLICANT HAS CONTRACTED OR PLANS TO CONTRACT.**

**DISCUSS ANY OUT-OF-NETWORK RELATIONSHIPS IN PLACE WITH MCO'S/BHO'S IN THE AREA.**

<b>Table One: Contractual Relationships with Service Area MCO's</b>	
<b>Available TennCare MCO's</b>	<b>Applicant's Relationship</b>
AmeriGroup or BlueCare	contracted
United Healthcare Community Plan (formerly AmeriChoice)	contracted
TennCare Select	contracted

## **SECTION B: PROJECT DESCRIPTION**

**B.I. PROVIDE A BRIEF EXECUTIVE SUMMARY OF THE PROJECT NOT TO EXCEED TWO PAGES. TOPICS TO BE INCLUDED IN THE EXECUTIVE SUMMARY ARE A BRIEF DESCRIPTION OF PROPOSED SERVICES AND EQUIPMENT, OWNERSHIP STRUCTURE, SERVICE AREA, NEED, EXISTING RESOURCES, PROJECT COST, FUNDING, FINANCIAL FEASIBILITY AND STAFFING.**

### Proposed Services and Equipment

- Alere Women's and Children's Health (Shelby County office) is a highly specialized home health agency that has served 7 West Tennessee counties surrounding Memphis for many years. It is one of three Alere home health agencies in the State, and is part of a national network of Alere agencies supported by regional clinical centers that electronically monitor health status of Alere patients and participate in their care.
- Alere has a specialized and critically important home care mission. Alere works with, and under the direction of, patients' physicians, to provide clinically state-of-the-art home care exclusively to high-risk obstetrical patients for their antepartum and immediate postpartum needs. Alere does not provide any other type of home care services.
- In this application, Alere is proposing to add sixteen additional Tennessee counties to the service area of its Shelby County principal office, to be able to serve referring physicians' patients wherever they may live in West Tennessee. This application is one of three applications being submitted to expand Alere's three service areas from 34 relatively populous counties to all 95 counties, including the least populous and lowest-income counties. The first, for Middle Tennessee, was unanimously approved in October.
- Alere is supported in its work, and in this application, by TennCare MCO's and other insurers, by perinatal centers in the region, and by numerous referring physicians who view its services and competencies as uniquely needed and beneficial.

### Ownership Structure

- The applicant LLC is wholly owned by Alere Health, LLC, which is wholly owned by OptumHealth Care Solutions, Inc., which is ultimately owned by United Health Group (a publicly traded company). Attachment A.4 contains more details, an organization chart for Optum and its subsidiaries, and information on the licensed Tennessee agencies owned by the applicant.

### Service Area

- The applicant's current service area consists of 7 West Tennessee counties: Shelby, Madison, Fayette, Hardeman, Haywood, Lauderdale, and Tipton. The applicant proposes to add to its service area 16 additional West Tennessee counties: Benton, Carroll, Chester, Crockett, Decatur, Dyer, Gibson, Hardin, Henderson, Henry, Lake, McNairy, Obion, Perry, Wayne, and Weakley.

## Need

- Alere programs protect the lives of physician- or payer-identified, high-risk expectant mothers, and prevent many fetal and newborn health problems that impose high medical and societal costs both during, and after, the pregnancy. Alere interventions reduce costly emergency room visits, maternal hospitalizations, and newborn admissions to Neonatal Intensive Care Units. Alere's positive impacts on restraining costs of care and on increasing high quality outcomes have resulted in strong physician and insurer support, wherever it operates. Approximately 47% of this agency's patients are TennCare mothers; so its services provide special fiscal benefits to State government.
- Tennessee's new Statewide TennCare MCO's need universal availability of Alere's services throughout the State. Physicians, insurers, and patients Statewide need access to the unique levels of care and expertise that Alere staffs provide.
- Approval of this application will result in greater accessibility to care for all high-risk pregnant women in the service area, and especially for TennCare enrollees. These patients are not adequately served today.
- Because of the highly specialized nature of Alere's services, as well as its unique patient population, the impact of this project on other existing providers will be minimal. The agencies now licensed for these counties served 16,097 patients in these 16 counties in 2014. The 96 patients Alere would serve in Year Two are only six-tenths of 1% of those agencies' total caseloads from these counties. And many Alere patients will be women who would otherwise be going to local Emergency Rooms and hospitals for care, rather than being cared for at home.
- Alere believes that its services are uniquely beneficial to home health patients in this area, and that high-risk pregnant women and their newborns in the proposed service area do not have adequate access to, or choice among, home care services this comprehensive, continuous, and clinically sophisticated.
- There are 33 home health agencies licensed currently to serve one or more of this project's proposed new service area counties. None of them is fully dedicated to the maternal and infant patient population, as is Alere. Many of them do not serve significant numbers of TennCare or female patients under the age of 65. Approximately 47% of Alere's total patients are TennCare enrollees, all of them pregnant women facing problem pregnancies. Alere/Shelby County's TennCare payor mix (on gross revenues) is 35%, which is matched by only 3 of the 33 area agencies, with 15 of the 33 (46% of them) reporting no TennCare revenues at all.

## Project Cost, Funding, Financial Feasibility, and Staffing

- The cost of the project is insignificant. It requires no new offices, no construction, no major medical equipment. The cost of completing a CON review process is the largest cost. The total project cost for CON purposes will not exceed \$79,000. Funding of all project costs will be provided by the parent company, United Health Group, through a cash transfer to the applicant LLC. Current and projected financial performance of the applicant agency show a positive operating margin. The expansion of the Shelby County office of Alere will require addition of approximately 7.95 FTE equivalents in Year Two.

**B.II. PROVIDE A DETAILED NARRATIVE OF THE PROJECT BY ADDRESSING THE FOLLOWING ITEMS AS THEY RELATE TO THE PROPOSAL.**

**B.II.A. DESCRIBE THE CONSTRUCTION, MODIFICATION AND/OR RENOVATION OF THE FACILITY (EXCLUSIVE OF MAJOR MEDICAL EQUIPMENT COVERED BY T.C.A. 68-11-1601 *et seq.*) INCLUDING SQUARE FOOTAGE, MAJOR OPERATIONAL AREAS, ROOM CONFIGURATION, ETC.**

Not applicable. There is no physical facility modification, renovation, or construction involved in this project.

**APPLICANTS WITH HOSPITAL PROJECTS (CONSTRUCTION COST IN EXCESS OF \$5 MILLION) AND OTHER FACILITY PROJECTS (CONSTRUCTION COST IN EXCESS OF \$2 MILLION) SHOULD COMPLETE THE SQUARE FOOTAGE AND COSTS PER SQUARE FOOTAGE CHART.**

**UTILIZING THE ATTACHED CHART, APPLICANTS WITH HOSPITAL PROJECTS SHOULD COMPLETE PARTS A-E BY IDENTIFYING, AS APPLICABLE, NURSING UNITS, ANCILLARY AREAS, AND SUPPORT AREAS AFFECTED BY THIS PROJECT. PROVIDE THE LOCATION OF THE UNIT/SERVICE WITHIN THE EXISTING FACILITY ALONG WITH CURRENT SQUARE FOOTAGE, WHERE, IF ANY, THE UNIT/SERVICE WILL RELOCATE TEMPORARILY DURING CONSTRUCTION AND RENOVATION, AND THEN THE LOCATION OF THE UNIT/SERVICE WITH PROPOSED SQUARE FOOTAGE. THE TOTAL COST PER SQUARE FOOT SHOULD PROVIDE A BREAKOUT BETWEEN NEW CONSTRUCTION AND RENOVATION COST PER SQUARE FOOT. OTHER FACILITY PROJECTS NEED ONLY COMPLETE PARTS B-E.**

Not applicable. There is no construction involved in this project. The proposed services will be managed by personnel in the existing Alere office in Germantown, which will require no physical expansion. Field staff (OB RN's who deliver the home care) will operate from their homes in counties within, or adjoining, the service area.

**PLEASE ALSO DISCUSS AND JUSTIFY THE COST PER SQUARE FOOT FOR THIS PROJECT.**

Not applicable. There is no construction involved in this project.



**IF THE PROJECT INVOLVES NONE OF THE ABOVE, DESCRIBE THE DEVELOPMENT OF THE PROPOSAL.**

The Applicant

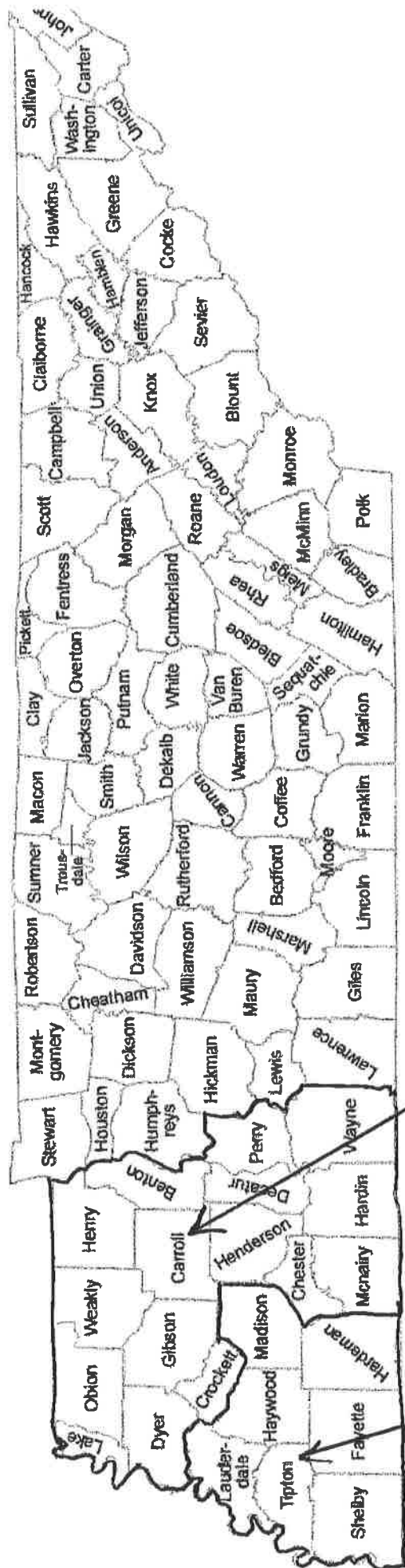
Alere Women's and Children's Health is a national leader in maternal-newborn healthcare management. Responding to physicians who need home care for their patients, Alere offers a full scope of programs from Preconception through Risk Assessment and OB Case Management. In its more than 28 years of operation, Alere staff have provided care for more than three million pregnancies across America. The company is one of the world's largest employers of obstetrical RN's and obstetrical pharmacists.

Alere has served Tennessee mothers and newborns for 17 years, through three separately licensed home care agencies in Davidson, Hamilton, and Shelby Counties (as well as through an Alere medical equipment agency in Knoxville). Last year, the three home care agencies served 612 patients. Of those, 175 were served by Alere's Shelby County agency.

Service Area

Alere's Shelby County agency is proposing to expand its 7-county Middle Tennessee service area by 16 additional counties: Benton, Carroll, Chester, Crockett, Decatur, Dyer, Gibson, Hardin, Henderson, Henry, Lake, McNairy, Obion, Perry, Wayne, and Weakley.

The expansion will give Alere a 23-county coverage of West Tennessee. A map of the expansion follows this response.



**CURRENT  
COUNTIES**

### PROPOSED ADDITIONAL COUNTIES

ALERE WOMEN'S AND CHILDREN'S HEALTH / SHELBY COUNTY  
CURRENT AND PROPOSED SERVICE AREA

### Scope of Services

The services to be provided are those that Alere home health agencies provide currently, and have provided in authorized areas of Tennessee for decades: home care services exclusively for high-risk pregnant women. To clarify that it will not be in significant competition with any general home health agency already authorized in the service area, Alere is requesting CON approval with that condition.

The services offered by Alere are discussed in detail in Section B.II.C (Project Need) below. They can be grouped into several major categories:

- Preterm Labor Education With Nursing Surveillance and 17P Administration Service
- Nausea and Vomiting in Pregnancy (NVP)
- Diabetes in Pregnancy
- Managing Hypertension Disorders in Pregnancy
- Coagulation Disorders

These services are provided at the physician's direction to prevent or limit numerous risks to the pregnant woman and the fetus/newborn. Risks include:

- Physical and mental impairment of the newborn;
- Intractable nausea, vomiting, and dehydration of the mother;
- Maternal/infant mortality from uncontrollable blood sugar levels (diabetes);
- Infant morbidity/mortality from uncontrolled hypertension;
- Maternal death from deep vein thrombosis and pulmonary embolism;
- First trimester spontaneous abortions;
- Recurrent preterm birth
- High costs of avoidable NICU and hospital admissions

### Care Delivery Model

Physicians request Alere to deliver home care to their obstetrical patients, to provide the best possible care at home, at the lowest cost, and also to avoid when possible

the costly and time-consuming visits to the practice office, visits to the Emergency Department, and hospital admissions that often occur when high-risk pregnant patients do not have a home care resource with Alere's levels of skill and continuous committed 24/7 oversight.

To respond to physicians' requests for services to their patients, Alere utilizes its own employed pool of highly experienced, obstetrical RN's who live in communities that are quickly accessible to the patient's home.

The assigned OB RN performs a comprehensive maternal/fetal home assessment and patient education is begun. The scope of evaluations and education include patient health issues; psychosocial, environmental, and home assessments; fetal movement assessment; and training and education in self-care protocols, nutrition, social habits, and activity requirements, to name a few.

Instruction is provided in the use of supplies and equipment (e.g., insulin pumps). Barriers to care are identified and dealt with (e.g. transportation needs; childcare; ability to comply with scheduled visits). Interdisciplinary resources are identified and organized to be available appropriately, including nurses, pharmacists, and dieticians.

Appropriate daily, weekly, and continuous care management occurs through home visits by the OB RN; telephonic assessments and direction by OB RN's and OB pharmacists; telephonic reporting by the patient (as often as multiple times day and night); and 24/7 telephonic clinical and educational guidance upon request, from Alere's unique national Patient Service Centers, staffed by OB pharmacists and OB RN's.

Equipment for medication infusion is remotely monitored and controlled as needed. Supplies are provided to the home by Federal Express, UPS, and the U.S. mail, as well as during OB RN visits. Patients are diligently supervised for compliance with prescribed services, which is one of the greatest issues for many of these patients. (Pursuit of compliance is the most effective way to optimize good outcomes). Detailed patient records are maintained by the OB Nurse; digitalized records are entered at Agency offices and at the Patient Service Centers; and weekly written reports are made to the referring physician and insurer case manager as requested.

### Project Costs and Funding

The project will require only a very small capital expenditure, estimated not to exceed \$79,000. No additional office space need be acquired to implement the project; it will be managed from Alere/Shelby's existing office in Chattanooga.

The cost of the project will be funded entirely in cash, by the applicant's parent company, United Health Group (UHG).

### Staffing

Approximately 7.95 *additional* FTE equivalents will be required in Year Two, to serve the 96 new patients per year that Alere expects to serve in these additional counties (based on current Alere/Shelby County use rates). Of these, 2.4 FTE equivalents will be additional direct patient care OB nurses; the others will be local and regional support staff.

Home care services will be provided by obstetrical nurses employed to work as needed in counties within, or near, the proposed new service area. Alere's plan for ensuring rapid access to patients in the new counties is discussed in more detail in Section B.III.B.1 below.

Alere's staffing and its relationship to the referring physician and Alere consulting staff can be summarized as follows.

The patient's physician is the physician of record and refers the patient to Alere for the service required to manage the specific pregnancy-related condition requiring home care services. Alere works with the physician to develop the patient's plan of care. Alere develops, in consultation with the physician, written orders for home health services that include the specific treatment and modalities to be used and specific and their amount/frequency and duration. The plan of treatment is reviewed on an ongoing basis as often as the severity of the patient's condition requires. At a minimum of every 62 days, the plan of treatment is sent for physician review and signature.

The OB Pharmacist is available telephonically as a consultant to the physician to assist with questions surrounding medication use in pregnancy, advises on dosages of medication, safety of medications, reviews drug to drug interactions, and makes recommendations on concomitant use of medications. For any Tennessee patient, telephonic guidance by Alere OB Pharmacists at the 24-hour Regional Call Centers is provided only by pharmacists who hold a valid license, and registered nurses who are licensed in the State of Tennessee. These are the only Alere providers serving Alere patients other than the patient's assigned Home Care OB RN.

The Home Care Director at Alere's office is responsible for Home Care Operations and supervision of all nursing and administrative functions associated with the operations of the Home Care facility. The Home Care Director is responsible for maintaining all regulatory and Joint Commission standards, for supervising staff, and for ensuring supervision and competency of staff by performing ongoing assessments. The Director co-travels to a patient's home to observe a visit to ensure each nurse's competency, annually. Directors report to Alere's Governing Board and participate in Quarterly reviews of Policies, Quality and Safety. Alere has an extensive, comprehensive Quality Management program that requires the reporting of all medication errors and all unexpected or adverse events related to patient care and the operation of the Home Care site.

Registered Nurses – Both Patient Educators (nurses that provide direct skilled nursing care in the home), and Perinatal Clinicians (nurses that provide telephonic management of the patient) are nurses with an active license in the state of Tennessee. All Registered Nurses employed by Alere have at least one year of high risk Obstetrical Experience, and all are capable to provide maternal-fetal assessments including the use of dopplers to assess fetal heart tones during the skilled nursing visits. These highly skilled nurses are well educated and versed in the management of the complexities surrounding diagnoses specific to the condition of pregnancy, which require a high level of skill and knowledge.

Alere's nurses provide skilled nursing care in the home, and patients also have 24/7/365 support telephonically from high-risk obstetrical nurses, who answer questions and provide interventional nursing directions to address the patient's needs. For

and provide interventional nursing directions to address the patient's needs. For Tennessee patients, those nurses will hold a Tennessee license. Reports are provided to the patient's physician weekly, and also on an as-needed basis when there is any required change in the patient's plan of care.

Alere works with the physician, patient and OB Pharmacist to manage the patient's pain safely during pregnancy. Alere assesses the patient's pain at every visit and follows up accordingly. Alere does not offer or supervise the provision of pain management pumps.

When infusion pumps are required, Alere follows strict policies relative to safely managing them. The policies include the requirement to validate all pump programming/dosing with two Registered Nurses prior to patient placement. This is done to ensure the dosage is programmed per the plan of treatment. The pumps are programmed with maximum and minimum dosages as well as lock-out settings that prevent the patient from making changes to the pump that could result in the delivery of the wrong dosage of medication.

Alere does not utilize telemedicine to connect the patient with the patient's physician. Referring physicians are kept informed of their patients' conditions and the services being provided; but they rely on Alere staff to treat appropriately within the recognized scope of skilled nursing care. This is not a program to create a virtual physician office at the patient bedside. Physicians have no need or time to be present by telemedicine hookups. In the rare event of exceptional needs beyond the scope of appropriate skilled nursing care, the patient is immediately transported to the hospital or the physician office for physician-provided care.

All Alere personnel comply with the requirements of the Federal HIPAA rules and regulations, in maintaining patient confidentiality. All Alere Home Care employees are required to complete annual HIPAA training and to maintain documentation of all ongoing training and education.

### Applicant's Clinical Leadership

Elizabeth Summers, RN, is Alere/Shelby County's Home Care Director. She has 17 years of nursing experience in the field of Obstetrics. She has been an Alere Home Care Director for 6 years and has successfully passed all State Surveys and Joint Commission surveys. This position is equivalent to the Director of Nursing position in other types of agencies.

Elizabeth Summers reports to Laura Milner, RN, who is the Statewide Senior Home Care Director for all three of Alere's Tennessee offices (Nashville, Chattanooga, Memphis), in addition to serving as the Home Care Director for Alere/Davidson County.

Alere home health agencies do not require a local Medical Director because they work under the direction of the patients' physicians, with whom they are in continuous contact. Nationally, the Alere Medical Director is Norman Ryan, MD. His extensive CV is attached at the end of this letter.



## Ownership

There are no individuals with membership interests in the applicant LLC. There are no plans to expand its ownership in the future. As stated in the application on page 5 (Executive Summary), Alere Women's and Children's Health, LLC is a wholly owned subsidiary of Alere Health, LLC, which is wholly owned by OptumHealth Care Solutions, Inc., which is ultimately owned by United Health Group, a publicly traded company.

United Health Group is a very large publicly traded company with multiple divisions and services. The only home health care entity it owns directly or indirectly is Alere Women's and Children's Health, LLC. It owns no licensed physical facilities such as hospitals or nursing homes. Alere Women's and Children's Health, LLC has home health agencies licensed in twenty States.

**B.II.B. IDENTIFY THE NUMBER AND TYPE OF BEDS INCREASED, DECREASED, CONVERTED, RELOCATED, DESIGNATED, AND/OR REDISTRIBUTED BY THIS APPLICATION. DESCRIBE THE REASONS FOR CHANGE IN BED ALLOCATIONS AND DESCRIBE THE IMPACT THE BED CHANGE WILL HAVE ON EXISTING SERVICES.**

Not applicable. This project is for the expansion of an existing home health agency's service area. No facilities are included in the project.

**B.II.C. AS THE APPLICANT, DESCRIBE YOUR NEED TO PROVIDE THE FOLLOWING HEALTH CARE SERVICES (IF APPLICABLE TO THIS APPLICATION):**

- 1. ADULT PSYCHIATRIC SERVICES**
- 2. ALCOHOL AND DRUG TREATMENT ADOLESCENTS >28 DAYS**
- 3. BIRTHING CENTER**
- 4. BURN UNITS**
- 5. CARDIAC CATHETERIZATION SERVICES**
- 6. CHILD AND ADOLESCENT PSYCHIATRIC SERVICES**
- 7. EXTRACORPOREAL LITHOTRIPSY**
- 8. HOME HEALTH SERVICES.....**

Unmet Special Needs Addressed By This Project

This CON application is being filed to give Alere programs broader availability to TennCare MCO's and private insurance companies that increasingly request Alere services for young women with special needs for pregnancy-related care.

TennCare MCO's will be a prime beneficiary. They are now Statewide organizations with a significant population of low-income women of childbearing age, in both urban and rural counties. Many of these women face pregnancy risks of the type addressed by Alere home care programs. The MCO's are responsible for paying their costs of healthcare. The MCO's and their patients' physicians value high-quality home care partners that can provide all needed interventional services to those women.

With appropriate home care, pregnant at-risk women can be spared significant health problems and their insurers can avoid significant costs.

But without appropriate home care, these young women will either (a) not receive needed care, resulting in increased maternal/fetal morbidity and mortality, or (b) they will have to obtain it from more costly and difficult-to-reach sources such as hospital Emergency Departments, hospital acute care units, neonatal intensive care units, and their physicians' practice offices. Obtaining specialized care at home is a much more cost-effective option, as well as being the option that has better outcomes for maternal/fetal health.

The applicant has identified 33 licensed home care agencies that are authorized to operate in one or more of the counties in the service area. However, Alere's entry into this service area is needed for the following reasons, among others:

- Because of its historical, long-standing focus on *only* problem pregnancies--and because it uses appropriate technology to supervise and provide guidance in the patient's home between personal home visits--Alere's programs provide a scope and effectiveness of care that are not routinely (if ever) available from existing area agencies. Service area patients should have Alere as one of their home care options because of this expertise alone.
- Alere is one of the most TennCare-accessible agencies in Middle Tennessee, unlike many home health agencies licensed in these 16 counties. Of the 33 licensed agencies, only 3 had a TennCare payor mix as high as Alere/Shelby's 35% TennCare payor mix. Approximately 47% of Alere/Shelby's Tennessee patients are TennCare patients.
- Many physicians and insurers want access to Alere's programs of care, because they perceive that Alere provides care programs not available elsewhere. Many home health agencies avoid serving the high-risk population due to risks of litigation and liability should the births not go well. This creates an accessibility problem for some women, regardless of their insurance source and income status.
- Alere also feels that even if another provider does present evidence of providing Alere's type of service, that does not negate the need for this service's approval. First, those other providers may not cover all of the West Tennessee counties proposed in this project. Second, area consumers, physicians, and insurers have a strong interest in having a meaningful choice (i.e., reasonable duplication) among agencies for patients who require high-risk specialized care. Without that choice, providers will never have to engage in healthy competition for optimal quality of care and optimal outcomes. The applicant believes that the HSDA Board will want to strike a balance between creating such beneficial consumer/insurer choices, and avoiding excessive duplication of ordinary home care services. This project is not, obviously, an ordinary home care service.

- The Joint Annual Reports (JAR's) do not record data that document existing home health providers' services to women of childbearing age (15-44 years of age). However, JAR's do record (unspecified) services to the larger age cohort of "pre-Medicare" adult females (age 18-64). The applicant's Tables Ten-A through Ten-D later in this application compile that data and rank agencies in terms of their dependence on pre-Medicare adult female patients locally (i.e., the percent those patients constitute, of the agency's total patients in the proposed counties), and Statewide (i.e., the percent those patients constitute, of the agency's total patients in all counties licensed to that agency). Those rankings show that relatively little home health service of any kind is provided to adult pre-Medicare age women, by agencies for whom women constitute 15% or more of their patient base within these counties.

To "drill down" further to identify if those women being served are high-risk pregnant, Alere use the rankings to telephonically survey a sample of those agencies that (a) cared for more than *one* woman age 18-64 in the proposed counties during 2014, and also (b) had *at least a 15% dependency* on this age group of women within the proposed service area. Only 7 of the agencies met both criteria.

The surveyor, an experienced OB nurse, interviewed spokespersons for all 7 agencies, asking if they serve high-risk pregnant women, including TennCare patients. The survey found that none of the 7 agencies serves high-risk pregnant women and some do not serve TennCare. The survey table on the following pages provides the survey responses and the agencies' dependency statistics. It is Alere's belief that these agencies' unpreparedness to serve high-risk women is representative of all the agencies now functioning in the proposed service area.

## SURVEY OF KEY AGENCIES IN ALERE / SHELBY'S PROPOSED COUNTIES

State License Number	Agency Name and Information Provided To Alere OB RN	Estimated 2014 Female Patients Age 18-64 from Proposed Counties	Females Age 18-64 as Percent of Agency's Patients In Alere's Proposed Counties	Females Age 18-64 as Percent of Agency's Patients Statewide
296	Magnolia Regional Health Care Home Hospice, Alcorn Co. MS 662-293-1405; Jenny  <i>Response: We do not have dopplers and do not routinely do OB care.</i>	10	27%	1%
291	NHC Homecare, Fayette Co. 901-465-4101; Wendy  <i>Response: No, we do not do any type of pregnancy care.</i>	3	25%	1%
85	NHC Homecare, Gibson Co. 731-686-7481; Chris  <i>Response: We do not care for pregnant patients. We cared for one about 7 to 8 years ago.</i>	84	17%	13%
181	NHC Homecare, Maury Co. 931-381-1234; Melanie  <i>Response: Don't do any type of pregnancy care.</i>	7	26%	<1%
194	Careall Homecare Services, Maury Co. 931-840-0713; Cindy  <i>Response: No, we don't have any nurses qualified to listen to fetal heart tones or trained in Obstetrics.</i>	45	19%	5%
180	Maury Regional Home Services, Maury Co. 931-490-4600  <i>Response: No, we don't care for pregnant patients.</i>	3	23%	<1%
285	Volunteer Home Care, Inc., Gibson Co. 731-784-7200; Chris  <i>Response: Unfortunately we do not have OB nurses.</i>	345	16%	12%

### Expertise and the Beneficial Impact of Alere's Care Programs

Alere contends that for high-risk pregnant women and their neonates, its array of staffing, technology, 24/7 care availability, and diligence in attaining patient compliance and good outcomes, is superior on a routine basis to that of any other home health agency in the service area. It is therefore important to introduce it as a care option in these counties--especially for the TennCare population where these needs are so great. On subsequent pages, the applicant provides a description of the main clinical care programs offered to Alere patients (not to newborns in Tennessee). All services described are "skilled nursing services" as defined by law and regulations and by those who reimburse for this care. Alere sends to the patient only OB RN's who are skilled in providing the services described.

## BENEFITS OF ALERE OBSTETRICAL HOMECARE SERVICES

<b>Program: Preterm Labor Education With Nursing Surveillance and 17P Administration Service</b>
<b>Health Condition(s) Addressed:</b> <ul style="list-style-type: none"> <li>Physician has diagnosed a <u>maternal risk of preterm labor</u> (at less than 37 weeks gestation).</li> <li>Physician has diagnosed patient with history of previous preterm birth. Administration of 17p from 16wks to 36 &amp; 6/7 wks gestation is prescribed to reduce incidence of recurrent preterm birth.</li> </ul>
<b>Health Risks of Condition:</b> <ul style="list-style-type: none"> <li>Premature births are associated with increased physical and mental limitations of the infant, some of which are correctible, and others of which are lifetime afflictions.</li> </ul>
<b>Costs of Conditions, Unaddressed:</b> <ul style="list-style-type: none"> <li>More emergency room visits and higher cost to the health plan</li> <li>Longer hospital stays and higher costs for the health plan prior to giving birth</li> <li>NICU (neonatal intensive care unit) and acute care stays and costs for newborns</li> <li>Lifetime patient and societal costs of coping with enduring limitations.</li> </ul>
<b>Alere Interventions:</b> <ul style="list-style-type: none"> <li>Comprehensive maternal/fetal home assessment and education by OB RN</li> <li>Comprehensive scope of evaluations and education--patient health / psychosocial, environmental, home assessments / assessments of fetal movement / training in self-care protocols, nutrition, social habits, etc. (see detailed list following this section).</li> <li>Weekly injections of "17P" or "Makena" by OB RN to reduce recurrent preterm births</li> <li>24/7 telephonic OB nurse availability</li> </ul>
<b>Benefits of Alere Interventions:</b> <ul style="list-style-type: none"> <li>Diligent supervision by Alere OB RN's yields 97% Alere patient compliance with weekly injection requirements. Compliance is directly associated with reductions in preterm deliveries.</li> <li>Elimination of barriers to care (ie. Transportation, childcare issues, missing scheduled visits etc) to improve compliance with weekly injection schedule. 17P reduces preterm birth incidence by 34%.</li> <li>Reduced costs of ED visits, maternal hospitalizations, NICU care, and future health and societal costs.</li> <li>A 2006 National Institute of Medicine study of 5,609 Medicaid patients with a history of preterm delivery, who received weekly 17P injections, identified almost a 50% reduction of preterm deliveries, with a Medicaid net savings of \$8,090 per birth.</li> </ul>

*Note: "17P" is abbreviated name of 17 alphahydroxyprogesterone caproate.*

<b>Program: Nausea and Vomiting in Pregnancy (NVP)</b>
<b>Health Condition(s) Addressed:</b> <ul style="list-style-type: none"> <li>• Intractable nausea, vomiting, and dehydration (hyperemesis gravidarum) in pregnancy</li> </ul>
<b>Health Risks of Condition:</b> <ul style="list-style-type: none"> <li>• Severe discomfort and inability to perform activities of daily living</li> <li>• Dehydration</li> <li>• Malnutrition mother/fetus</li> </ul>
<b>Costs of Conditions, Unaddressed:</b> <ul style="list-style-type: none"> <li>• ER visits, 24hr observation stays, hospital admissions of the expectant mother to alleviate symptoms and reduce potential maternal/fetal complications.</li> </ul>
<b>Alere Interventions:</b> <ul style="list-style-type: none"> <li>• Multi-interventional approach including dieticians, perinatal nurse clinicians, high risk obstetrical pharmacist consultation, psychosocial assessment, in home nursing support, and delivery of antiemetic-medication through a subcutaneous micro-infusion pump</li> <li>• Daily telephonic assessments by high risk obstetrical nurse</li> <li>• Dietary consultation to address maternal nutritional needs</li> <li>• Limited IV hydration to stabilize fluid balance and alleviate overall symptoms</li> </ul>
<b>Benefits of Alere Interventions:</b> <ul style="list-style-type: none"> <li>• 78% increase in weight gain of mother or stabilization</li> <li>• 89% reduction in nausea and vomiting</li> <li>• Hospital admissions for such patients: 65.4% reduced to 3.3%</li> <li>• Reduced costs of ED visits, physician office visits, maternal hospitalizations, NICU care, future health and societal costs.</li> </ul>



<p style="text-align: center;"><b>Program: Diabetes in Pregnancy</b></p>
<p><b>Health Condition(s) Addressed:</b></p> <ul style="list-style-type: none"> <li>• Gestational diabetes (pre-existing or pregnancy-related maternal diabetes)</li> </ul>
<p><b>Health Risks of Condition:</b></p> <ul style="list-style-type: none"> <li>• Maternal complications from out-of-control blood sugar levels</li> <li>• Birth complications as a result of Macrosomia (large baby) including increased risk of shoulder dystocia/injury during birth.</li> <li>• Elevated blood sugar levels of baby post delivery</li> <li>• Maternal/infant morbidity and mortality associated with uncontrolled blood sugar management</li> </ul>
<p><b>Costs of Conditions, Unaddressed:</b></p> <ul style="list-style-type: none"> <li>• 3X more likely to require pre- and post-natal hospitalizations of mother and/or newborn than in non-diabetic population; hospitalization cost of \$4,000-\$4,300 in 2010 prices (5 years ago)</li> <li>• Hospital admissions of this type increased 72%-75% in last decade studied</li> </ul>
<p><b>Alere Interventions:</b></p> <ul style="list-style-type: none"> <li>• Intensive programs for both insulin-requiring and non-insulin-requiring mothers, to ensure compliance with the care plan approved by patient's physician</li> <li>• Initial in-home education/counseling regarding nature of diabetes in pregnancy, glucose monitoring, meal planning and physical activity.</li> <li>• Ongoing telephonic management of patients to address blood sugar trends.</li> <li>• Medication management with daily assessment of blood glucose and ketones through telephonic reporting</li> <li>• All needed insulin and supplies are delivered to home</li> <li>• 24/7 OB RN &amp; Certified Diabetic Educators (CDE) access via telephone</li> <li>• When using insulin pump management, ongoing monitoring of patient data and remote adjustments of medication</li> </ul>
<p><b>Benefits of Alere Interventions:</b></p> <ul style="list-style-type: none"> <li>• Alere can save an average of \$13,000 per pregnancy in total costs of care for mother and neonate</li> <li>• NICU admissions alone can be reduced up to 25%</li> <li>• 2010 Study of pre-gestational diabetes patients (insulin-dependent) showed: <ul style="list-style-type: none"> <li>--increase in patient compliance from 8.4% on Day 1 to 69.3% on Day 4</li> <li>--27% reduction in out-of-target blood glucose levels</li> <li>--60% improvement in compliance with blood glucose testing protocols</li> <li>--47% reduction in number of Type 2 diabetes patients with A1C indicator &gt; 6%</li> </ul> </li> <li>• 2010 Outcomes Study of Alere Diabetes Program vs. conventional management in the physician's office showed the following improvements in birth complications in diabetic mothers:</li> </ul>

- Reduction in macrosomia (large birth weight) from 13.6% to 9.6%
- Reduction in hyperbilirubinemia (increased bilirubin levels) from 17.5% to 9.2%
- Reduction in hypoglycemia from 20% to 5.6%
- Reduction respiratory complications from 6.2% to 4.2%
- Reduction in shoulder dystocia from 1.4% to 0.1% (can lead to permanent nerve damage and long term disability)
- Reduction in NICU admissions from 25% to 8%

*Notes, edited and paraphrased from sources indicated:*

*Fetal Macrosomia:* *In a newborn, the risks associated with fetal macrosomia increase greatly when birth weight is more than 9 pounds 15 ounces. Fetal macrosomia can complicate vaginal delivery, putting the baby at risk of injury during birth, and at increased risk of health problems after birth. [Mayo Clinic]*

*Hyperbilirubinemia:* *Excessive bilirubin in the blood, which can produce jaundice, a yellow tint to a newborn's skin and the white part of the eyes. In newborns, in rare cases, if bilirubin levels stay high and are not treated, this condition can cause brain damage resulting in serious lifelong problems. [Tabor's Cyclopedic Medical Dictionary & WebMD]*

*Hypoglycemia:* *A deficiency of blood sugar--the most common metabolic problem in newborns. The most common symptoms are jitteriness, cyanosis (blue coloring), apnea (stopping breathing), hypothermia (low body temperature), poor body tone, poor feeding, lethargy, and seizures. Major long-term consequences can include neurologic damage resulting in mental retardation, recurrent seizure activity, developmental delay, and personality disorders. Some evidence suggests that severe hypoglycemia may impair cardiovascular function. [Tabor's & Stanford Children's Health]*

*Dystocia:* *Difficult labor. It may result from either the size of the fetus or the small size of the pelvic outlet. Shoulder dystocia occurs when a baby's head is delivered but his shoulders get stuck inside the mother's body. This creates risks for both mother and baby. The underlying condition, if not treatable in advance of delivery, can make delivery by cesarean section necessary. [March of Dimes]*

<p align="center"><b>Program: Managing Hypertension Disorders in Pregnancy</b></p>
<p><b>Health Condition(s) Addressed:</b></p> <ul style="list-style-type: none"> <li>• Hypertension</li> <li>• Preeclampsia (formerly called “toxemia”) leading to eclampsia, a serious condition that could result in maternal and fetal morbidity and mortality</li> </ul>
<p><b>Health Risks of Condition:</b></p> <ul style="list-style-type: none"> <li>• Hypertension late in pregnancy can require the need for induced premature delivery of infant, potentially leading to increased neonatal cost and infant morbidity/mortality</li> <li>• High (25%) risk of preeclampsia with hypertension. Mothers with preeclampsia may experience rapid weight gain, abdominal pain, headaches, changes in reflexes, dizziness, vomiting, nausea, and vision changes. Uncontrolled PIH can lead to development of eclampsia/seizures.</li> </ul>
<p><b>Costs of Conditions, Unaddressed:</b></p> <ul style="list-style-type: none"> <li>• Longer hospital stays for mother both pre and post-partum, resulting in higher total costs of care</li> <li>• NICU stays for infants due to prematurity and other complications as a result of mother’s condition</li> <li>• Damage to organs of mother and fetus (preeclampsia)</li> </ul>
<p><b>Alere Interventions:</b></p> <ul style="list-style-type: none"> <li>• Initial in-home assessment and education pertaining to Pregnancy Induced Hypertension (PIH), education on use of equipment for daily blood pressure monitoring.</li> <li>• Intensive surveillance and support for patients at high risk of, or with, mild preeclampsia in the outpatient setting.</li> <li>• Identifies changes in condition that may indicate progression of hypertension with the need to re-admit to the hospital.</li> <li>• Daily weight, measurement of protein in urine, patient assessment/education</li> <li>• Twice daily fetal kick count</li> <li>• 24/7 OB nurse availability for telemetric monitoring of blood pressures and patient assessments as needed.</li> </ul>
<p><b>Benefits of Alere Interventions:</b></p> <ul style="list-style-type: none"> <li>• 2006 Study found that Alere reduced costs associated with hypertensive disorders--shortening hospital stays by 1.2 days and reducing patient costs from \$10,327 to \$4,888.</li> </ul>

<b>Program: Coagulation Disorders</b>
<b>Health Condition(s) Addressed:</b> <ul style="list-style-type: none"> <li>• Deep vein thrombosis (DVT), Factor V Leiden, Antiphospholipid Antibodies, Pulmonary Embolus, Prothrombin Mutations, Von Willebrand Disease</li> </ul>
<b>Health Risks of Condition:</b> <ul style="list-style-type: none"> <li>• Can cause first trimester spontaneous abortions</li> <li>• Untreated clotting disorders can result in deep vein thrombosis and pulmonary embolism that could result in maternal death.</li> </ul>
<b>Costs of Conditions, Unaddressed:</b> <ul style="list-style-type: none"> <li>• NA</li> </ul>
<b>Alere Interventions:</b> <ul style="list-style-type: none"> <li>• Obstetrical Pharmacist in Regional Clinical Center manages and monitors dosing of heparin to specific patient parameters</li> <li>• OB RN provides and reinforces patient education regarding coagulation disorders and their various complications</li> <li>• Provides 24/7 opportunity for patient to triage with OB RN</li> </ul>
<b>Benefits of Alere Interventions:</b> <ul style="list-style-type: none"> <li>• Reduces risks of maternal morbidity &amp; mortality</li> </ul>

### Accessibility

Tennessee does not compile clinically detailed data on home health agency patients. But what is reported publicly in the Joint Annual Reports suggests that for high-risk pregnant women, there may be accessibility issues--especially for TennCare enrollees. Alere feels that one reason for this is that many home care companies are reluctant to serve them for fear of lawsuits and liabilities when pregnancies result in harm to the mother and/or the baby. Such a fear is not irrational, if the agency is not deeply experienced with this type of care.

Section C(I)5 (Utilization) later in the application contains detailed tables on the utilization of agencies in this area. In that section, Table Nine-B ranks area agencies by their percent of gross charges to TennCare patients; and Table Ten-C ranks them by the percentage of their services to women of childbearing age.

The first issue raised by the data is whether pregnant women in or out of TennCare in this service area have sufficient access to these agencies when high-risk situations develop. The JAR's do not provide data on home care patients ages 15-44; but they do provide data on patients ages 18-64--a range that covered all of Alere/Shelby's pregnant patients in 2014. Although a gender breakdown of patients 18-64 years of age is not provided in the JAR's, it is reasonable to apply a 50% assumption to generally estimate the number of female patients served in that age cohort. Using that assumption, Table Ten-C in Section C(I)5 shows that in 2014 the 1,933 service area women in this age bracket who received home care for any condition totaled only 12% of the 16,097 patients served. Agencies' service levels to these women varied between 0% and 27% (excluding one agency which served only 1 area patient in total). That in itself demonstrates the great variation of access that younger women have to these agencies. The table shows that 28 (84.8%) of the 33 licensed agencies had fewer than 20% of their area patients in this gender age group. Alere feels that a major reason for this low female service percentage at so many agencies is that they do not offer the specialized services required to serve women whose pregnancies present serious health challenges.

The second issue is that the TennCare table suggests that there is a broad lack of TennCare access to most authorized agencies in the proposed area. Approximately 25%

of the area's population is enrolled in TennCare. However, 24 of the 33 area home care agencies (72.7%) have a TennCare payor mix of only 0-10% (and 15 had zero TennCare revenues). This cannot be fully explained by reference to the large proportion of Medicare patients served relative to younger adults. In fact, of all 33 area agencies, only 3 match or exceed Alere/Shelby's TennCare payor mix of 35%--which reflects Alere's 47% TennCare population. These facts suggest that the market needs, and can accommodate, an exceptionally TennCare-accessible provider like Alere, that addresses a very small section of the total population and does not compete for most of its patients with most other home care providers.

Alere is completely accessible to TennCare patients. As explained in the application, Alere does not meet the requirements for a Medicare provider number. This results from the fact that Alere treats young, pregnant women exclusively and does not consistently maintain the minimum average patient census needed to participate in Medicare. The lack of a Medicare provider number, however, does not limit Alere's ability to work with the TennCare MCOs. No exemption or waiver from TennCare was necessary for Alere because the TennCare regulations requiring participation in Medicare in order to obtain reimbursement from TennCare do not apply to Alere.

Unlike all (or virtually all) other home health providers in Tennessee, Alere is not paid using either the TennCare or Medicare fee schedules. Indeed, many of the highly specialized services provided by Alere are not covered by either the TennCare or Medicare fee schedules. Nonetheless, the TennCare MCOs want to make these services available to their members due to the demonstrated health benefits and the significant cost savings that Alere's services make possible through sharply reduced maternal and NICU hospitalizations. To accomplish this, the TennCare MCOs independently contract with Alere on a fee-for-service basis using a negotiated fee schedule that is separate and distinct from either the TennCare or Medicare fee schedules. Under this arrangement, the MCOs pay Alere out of their own funds and do not seek reimbursement for Alere's services from TennCare. Simply stated, Alere is not paid with TennCare dollars. Nor do the MCOs submit encounter data regarding Alere's services to TennCare.

To repeat, the MCOs do not pay Alere using the TennCare or Medicare fee schedules and do not seek reimbursement for Alere's services from TennCare. In this

manner, TennCare enrollees are able to receive Alere's assistance in any county for which Alere is licensed.

A third point to note is that the low percentage of pre-Medicare adult women in the area's home health caseloads indicates that Alere's entry into these counties will not adversely impact the financial viability of existing providers as a group.

In 2014, these 33 agencies served 16,097 area patients. An estimated 1,933 were probably adult women 18-64 years of age. Alere/Shelby projects serving only 96 service area women annually in this area. Alere believes that many of these patients would not otherwise be receiving its type of home care from any existing agency. But even in the implausible event that all 96 would be taken from existing agency caseloads, that impact would equate to less than *six-tenths of one percent* of all agencies' combined area patients in 2014. This could not reasonably be viewed as a significant impact, from an areawide planning perspective.

#### Support from Referral Sources

When Alere/Shelby was granted CON approval in 1998 to expand from a home medical equipment provider to a home health agency for high-risk pregnant women, physicians and insurers wrote strong letters of support for Alere, citing its high quality, high dependability, and the area's need for Alere's services. Alere is currently requesting letters of support from physicians and insurers whose patients in the proposed service area have these home care needs. Support letters received as of the time of this filing are in the "Letters of Support" section in the Attachments to the application. They include the Mid-South Maternal/Fetal Medicine practice (one of whose physicians is Director of Perinatal Services at Jackson-Madison General Hospital), Mid-South Perinatal Associates, the Jackson Regional Women's Center group, Surgical Associates of Martin, BlueCare Tennessee, and Amerigroup.

**B.II.D. DESCRIBE THE NEED TO CHANGE LOCATION OR REPLACE AN EXISTING FACILITY.**

Not applicable.

**B.II.E. DESCRIBE THE ACQUISITION OF ANY ITEM OF MAJOR MEDICAL EQUIPMENT (AS DEFINED BY THE AGENCY RULES AND THE STATUTE) WHICH EXCEEDS A COST OF \$2.0 MILLION; AND/OR IS A MAGNETIC RESONANCE IMAGING SCANNER (MRI), POSITRON EMISSION TOMOGRAPHY (PET) SCANNER, EXTRACORPOREAL LITHOTRIPTER AND/OR LINEAR ACCELERATOR BY RESPONDING TO THE FOLLOWING:**

1. For fixed site major medical equipment (not replacing existing equipment):
  - a. Describe the new equipment, including:
    1. Total Cost (As defined by Agency Rule);
    2. Expected Useful Life;
    3. List of clinical applications to be provided; and
    4. Documentation of FDA approval.
  - b. Provide current and proposed schedule of operations.
2. For mobile major medical equipment:
  - a. List all sites that will be served;
  - b. Provide current and/or proposed schedule of operations;
  - c. Provide the lease or contract cost;
  - d. Provide the fair market value of the equipment; and
  - e. List the owner for the equipment.
3. Indicate applicant's legal interest in equipment (e.g., purchase, lease, etc.) In the case of equipment purchase, include a quote and/or proposal from an equipment vendor, or in the case of an equipment lease provide a draft lease or contract that at least includes the term of the lease and the anticipated lease payments.

Not applicable. The project contains no major medical equipment.

**B.III.A. ATTACH A COPY OF THE PLOT PLAN OF THE SITE ON AN 8-1/2" X 11" SHEET OF WHITE PAPER WHICH MUST INCLUDE:**

1. SIZE OF SITE (IN ACRES);
2. LOCATION OF STRUCTURE ON THE SITE;
3. LOCATION OF THE PROPOSED CONSTRUCTION; AND
4. NAMES OF STREETS, ROADS OR HIGHWAYS THAT CROSS OR BORDER THE SITE.

**PLEASE NOTE THAT THE DRAWINGS DO NOT NEED TO BE DRAWN TO SCALE. PLOT PLANS ARE REQUIRED FOR ALL PROJECTS.**

A site plan is not applicable. This application requests additional counties for the service area of an existing home health agency.



**B.III.B.1. DESCRIBE THE RELATIONSHIP OF THE SITE TO PUBLIC TRANSPORTATION ROUTES, IF ANY, AND TO ANY HIGHWAY OR MAJOR ROAD DEVELOPMENTS IN THE AREA. DESCRIBE THE ACCESSIBILITY OF THE PROPOSED SITE TO PATIENTS/CLIENTS.**

For home care, the site of service is the patient's home. The sites for this project will be in sixteen proposed West Tennessee counties. Alere/Shelby will assure accessibility to care by employing OB RN's who reside in, or within reasonable drive times of, these proposed counties.

Table Two on the following page shows the principal cities in each proposed county, and identifies one or more *alternative* counties that are accessible to each proposed county. Alere field staff may be recruited in either the proposed county or the listed alternative accessible counties.

Table Three on the second following page shows drive times from principal cities in the *alternative accessible* counties, to principal cities in the proposed counties. (Drive times between points within the proposed counties themselves are not included because good access can be assumed within any one county.)

Alere's staffing chart in a later section of this application projects only a few additional nursing FTE's to care for a small annual patient population. The staffing chart projects the total cumulative FTE's that will be used, while also noting the total number of individual nurses who will be under contract and available when called upon. The OB RN pool will be structured to ensure backup OB RN availability for the times when the OB RN closest to a patient's residence becomes temporarily unavailable.

<b>Table Two: Alere Field Staff Accessibility to Proposed Service Area</b>		
<b>Proposed Counties In Which Field Staff Exist* or May be Recruited</b>		<b>Alternative Accessible Counties Where Field Staff Exist* or May be Recruited</b>
<b>County</b>	<b>Principal City</b>	<b>Counties</b>
Benton	Camden	Gibson*
Carroll	McKenzie	Gibson*
Chester	Henderson	Madison
Crockett	Humboldt	Gibson*
Decatur	Decaturville	Madison, Perry
Dyer	Dyersburg	Gibson*
Gibson*	Milan	Madison
Hardin	Savannah	Perry
Henderson	Lexington	Madison
Henry	Paris	Gibson*
Lake	Tiptonville	Gibson*
McNairy	Selmer	Madison
Obion	Union City	Gibson*
Perry	Linden	Gibson*
Wayne	Waynesboro	Perry
Weakley	Martin	Gibson*

*Source: Alere/Shelby management.*

*Note: Alere/Shelby may recruit field staff residing in the proposed service area counties (first column in table) and/or field staff residing in accessible nearby counties (third column). Asterisks denote counties where staff are already identified as available to Alere from past work experience.*

The accessibility in drive time between potential staff locations and the principal city in each proposed county is shown in the following table.

<b>Table Three: Mileage and Drive Times Between Alere Field Staff and Major Communities in the 22-County Primary Service Area</b>			
<b>Principal Cities in Proposed New Service Area Counties</b>	<b>Alternative Accessible Cities Where Field Staff Already Exist or May be Recruited</b>	<b>Distance in Miles</b>	<b>Drive Time in Minutes</b>
Camden (Benton)	Milan (Gibson)	42.8	58 min.
McKenzie (Carroll)	Milan (Gibson)	20.8	29 min.
Henderson (Chester)	Jackson (Madison)	17.3	25 min.
Humboldt (Crockett)	Milan (Gibson)	12.0	21 min.
Decaturville (Decatur)	Jackson (Madison)	49.2	61 min.
Dyersburg (Dyer)	Milan (Gibson)	38.4	48 min.
Milan (Gibson)	Jackson (Madison)	25.8	37 min.
Savannah (Hardin)	Linden (Perry)	43.2	61 min.
Lexington (Henderson)	Jackson (Madison)	27.2	36 min.
Paris (Henry)	Milan (Gibson)	47.4	62 min.
Tiptonville (Lake)	Milan (Gibson)	65.3	77 min.
Selmer (McNairy)	Jackson (Madison)	36.3	42 min.
Union City (Obion)	Milan (Gibson)	45.5	53 min.
Linden (Perry)	Jackson (Madison)	60.4	77 min.
Waynesboro (Wayne)	Linden (Perry)	29.0	37 min.
Martin (Weakley)	Milan (Gibson)	31.3	36 min.

*Source: Google Maps, November 2015*

*Note: Alere/Shelby may recruit field staff within the proposed service area counties (first column in table) or, as an alternative, within an accessible nearby county (second column).*

**B.IV. ATTACH A FLOOR PLAN DRAWING FOR THE FACILITY WHICH INCLUDES PATIENT CARE ROOMS (NOTING PRIVATE OR SEMI-PRIVATE), ANCILLARY AREAS, EQUIPMENT AREAS, ETC.**

See attachment B.IV.

**IV. FOR A HOME CARE ORGANIZATION, IDENTIFY**

- 1. EXISTING SERVICE AREA (BY COUNTY);**
- 2. PROPOSED SERVICE AREA (BY COUNTY);**
- 3. A PARENT OR PRIMARY SERVICE PROVIDER;**
- 4. EXISTING BRANCHES AND/OR SUB-UNITS; AND**
- 5. PROPOSED BRANCHES AND/OR SUBUNITS.**

Not applicable. The application is not for a home care organization.

**C(I) NEED**

**C(I).1. DESCRIBE THE RELATIONSHIP OF THIS PROPOSAL TO THE IMPLEMENTATION OF THE STATE HEALTH PLAN AND TENNESSEE'S HEALTH: GUIDELINES FOR GROWTH.**

**A. PLEASE PROVIDE A RESPONSE TO EACH CRITERION AND STANDARD IN CON CATEGORIES THAT ARE APPLICABLE TO THE PROPOSED PROJECT. DO NOT PROVIDE RESPONSES TO GENERAL CRITERIA AND STANDARDS (PAGES 6-9) HERE.**

**B. APPLICATIONS THAT INCLUDE A CHANGE OF SITE FOR A HEALTH CARE INSTITUTION, PROVIDE A RESPONSE TO GENERAL CRITERION AND STANDARDS (4)(a-c).**

**Guidelines for Growth 2000: Project-Specific Guidelines**  
**Home Health Services**

- 1. The need for home health agencies/services shall be determined on a county by county basis.**
- 2. In a given county, 1.5 percent of the total population will be considered as the need estimate for home health services that county. The 1.5 percent formula will be applied as a general guideline, as a means of comparison within the proposed service area.**
- 3. Using recognized population sources, projections for four years into the future will be used.**
- 4. The use rate of existing home health agencies in the county will be determined by examining the latest utilization rate as calculated in the Joint Annual Report of existing home health agencies in the service area.**

This projection is now done by the Tennessee Department of Health (TDH). The most current version is a 2014-2019 projection of need, by county. The TDH projections for the proposed service area are attached on the following page. None of these 16 counties is projected to have an unmet need for additional home healthcare services.

However, that projection is not relevant to this project. The projection methodology is for all types of home health needs and it uses a 1.5% planning factor for an entire county population. By contrast, this Alere project deals with only the female population of childbearing age, and within that group only the high-risk pregnancies.

**Joint Annual Report of Home Health Agencies - 2014 Final\***  
**Comparison of Population Based Need Projection vs. Actual Utilization (2019 vs. 2014)\*\***

Service Area	Agencies Licensed to Serve	Agencies Report Serving	Total Patients Served	Estimated 2014 Pop.	Use Rate	Projected 2019 Pop.	Projected Capacity	Projected Need (.015 x 2019 Pop.)	Need or (Surplus) for 2019
Bedford	17	18	1,287	48,345	0.0266211604	52,499	1,398	787	(610)
Carroll	14	15	1,333	28,458	0.0468409586	28,258	1,324	424	(900)
Chester	13	14	640	17,888	0.0357781753	18,811	673	282	(391)
Crockett	11	11	557	14,799	0.0376376782	15,038	566	226	(340)
Decatur	14	14	639	11,907	0.0536659108	12,059	647	181	(466)
Dyer	10	10	2,064	38,996	0.0529285055	39,736	2,103	596	(1,507)
Gibson	15	16	1,885	50,841	0.0370763754	52,184	1,935	783	(1,152)
Hardin	14	15	1,221	26,401	0.0462482482	26,743	1,237	401	(836)
Henderson	11	13	1,079	28,844	0.0374081265	30,072	1,125	451	(674)
Henry	10	10	1,253	33,083	0.0378744370	33,922	1,285	509	(776)
Lake	6	5	411	8,152	0.0504170756	8,513	429	128	(302)
McNairy	14	14	1,354	26,846	0.0504358191	27,625	1,393	414	(979)
Obion	11	10	1,220	31,747	0.0384288279	31,600	1,214	474	(740)
Perry	10	8	299	8,154	0.0366691195	8,414	309	126	(182)
Wayne	11	9	818	17,298	0.0472887039	17,598	832	264	(568)
Weakley	14	14	1,366	35,714	0.0382483060	36,355	1,391	545	(845)
<b>Service Area</b>	<b>196</b>	<b>196</b>	<b>17,426</b>	<b>427,473</b>		<b>439,427</b>	<b>17,861</b>	<b>6,591</b>	<b>(11,268)</b>

\*Most recent year of Joint Annual Report data for Home Health Agencies

\*\*Data is projected four years from the year the Home Health data was finalized, not the actual year of Home Health data.

Population Data Source: The University of Tennessee Center for Business and Economic Research (UTCBER) Projection Data Files, reassembled by the Tennessee Department of Health, Division of Policy, Planning and Assessment.

Note: Population data will not match the UTCBER data exactly due to rounding.

The State Health Plan and the Guidelines for Growth appropriately focus on home health needs in general, for an entire population; but this project should not be reviewed only under an irrelevant criterion. Other criteria in the Guidelines recognize the need to give weight to local physician expressions of need and to types of care that are not otherwise available to the entire service area.

**5. Documentation from referral sources:**

**a. The applicant shall provide letters of intent from physicians and other referral sources pertaining to patient referral.**

Please see the “Letters of Support” Attachment to this application. After submittal of this application, the applicant will seek to provide additional letters of referral support from physicians and nurses who make home health referrals, as well as from insurer organizations.

**b. The applicant shall provide information indicating the types of cases physicians would refer to the proposed home health agency and the projected number of cases by service category to be provided in the initial year of operation.**

Table Four below provides Alere’s estimate of its Year One case composition from a clinical perspective.

<b>Table Four: Estimated Year One Composition of Cases By Clinical Need Alere Women’s and Children’s Health / Shelby County</b>	
<b>Type of Patient</b>	<b>Number of Patients</b>
Preterm Education, Nursing Surveillance, & 17P Administration	42
Nausea and Vomiting in Pregnancy	7
Diabetes in Pregnancy	6
Hypertension Disorders in Pregnancy	3
Coagulation Disorders in Pregnancy	1
Total Projected Patients, Year One	59 (100%)

*Source: Alere management.*

**c. The applicant shall provide letters from potential patients or providers in the proposed service area that state they have attempted to find appropriate home health services but have not been able to secure such services.**

These are being gathered by the applicant for submission under separate cover.

**d. The applicant shall provide information concerning whether a proposed agency would provide services different from those services offered by existing agencies.**

This information is discussed above in Section B.II.C. The applicant is a national leader in the provision of comprehensive and specialized care to high-risk pregnant women and their fetuses/newborns. The expertise, continuity, and effectiveness of Alere's maternal/infant care programs are not equaled by any other provider. There is no other provider now in the service area with such a focused or experienced care program for this very vulnerable patient population. Few of the currently authorized providers are as accessible to high-risk pregnant patients--particularly TennCare patients--as is Alere.

**6. The proposed charges shall be reasonable in comparison with those of other similar facilities in the service area or in adjoining service areas.**

**a. The average cost per visit by service category shall be listed.**

**b. The average cost per patient based upon the projected number of visits per patients shall be listed.**

Table Five-A below provides information on the average costs and charges by patients, hours, and visits, as reported by a random sampling of home care agencies who now operate in this service area. However, they do not allow a meaningful comparison to Alere's cost and charge structure. Alere negotiates with all its insurers, including Medicaid MCO's, a comprehensive "bundled" rate that covers all Alere services. Those negotiated rates vary; they are proprietary and confidential. Alere does not have separate costs, or charges, that are identifiable for "hours" or "visits". The Alere information in Table Five-B below is Alere/Shelby's calculated average gross charge per patient, derived from the applicant's Projected Data Chart. Alere's only field staff are OB RN's and their services are skilled nursing under the JAR format.



<b>Table Five-A: 2014 Costs &amp; Charges (Gross Revenues) of Selected Agencies in the Service Area For All Disciplines (Except Cost/Visit)</b>				
<b>Agency*</b>	<b>Cost Per Visit SNF ONLY</b>	<b>Gross Revenue Per Unduplicated Patient</b>	<b>Gross Revenue Per Visit</b>	<b>Gross Revenue Per Hour</b>
1	\$91	\$3,161	\$174.13	\$103.80
2	\$164	\$2,262	\$137.60	NA
3	\$175	\$2,343	\$159.28	NA
4	\$114	\$5,274	\$166.52	NA
5	\$175	\$4,092	\$165.05	NA
6	\$96	\$4,322	\$163.72	NA
7	\$88	\$4,116	\$159.68	\$65.87
Alere/Shelby Year One	NR	\$6,843	NR	NR

*Source: 2014 Joint Annual Reports; and Alere management.*

\*Key to Agencies:

1. Careall Homecare Services, Maury County
2. Magnolia Regional Health Care, Alcorn Co., Mississippi
3. Maury Regional Home Services, Maury County
4. NHC Homecare, Fayette County
5. NHC Homecare, Gibson County
6. NHC Homecare, Maury County
7. Volunteer Home Care, Gibson County

<b>Table Five-B: Alere/Shelby's Average Charges (Gross Revenue) Per Unduplicated Patient (All Counties)</b>		
	<b>CY2014</b>	<b>Year Two</b>
Total Unduplicated Patients	406	489
Gross Charges, All Services	\$3,145,035	\$3,346,364
Total Gross Revenue Per Patient	\$7,746	\$6,843

*Source: Alere management.*

## **The Framework for Tennessee's Comprehensive State Health Plan**

### **Five Principles for Achieving Better Health**

The following Five Principles for Achieving Better Health serve as the basic framework for the State Health Plan. After each principle, the applicant states how this CON application supports the principle, if applicable.

#### **1. Healthy Lives**

***The purpose of the State Health Plan is to improve the health of Tennesseans.***

**Every person's health is the result of the interaction of individual behaviors, society, the environment, economic factors, and our genetic endowment. The State Health Plan serves to facilitate the collaboration of organizations and their ideas to help address health at these many levels.**

The purpose of this project is to provide specialized health services to high-risk pregnant women, under the medical direction of patient physicians. The coordinated efforts of Alere's specialized OB RN's with the patients' physicians will reduce the suffering and costs of maternal and fetal/newborn health problems in the project service area.

#### **2. Access to Care**

***Every citizen should have reasonable access to health care.***

**Many elements impact one's access to health care, including existing health status, employment, income, geography, and culture. The State Health Plan can provide standards for reasonable access, offer policy direction to improve access, and serve a coordinating role to expand health care access.**

The project will increase the access of service area women, including TennCare enrollees, to cost-effective specialized services that enhance the health of mothers and babies and reduce the costs of their care during high-risk pregnancies.

#### **3. Economic Efficiencies**

***The state's health care resources should be developed to address the needs of Tennesseans while encouraging competitive markets, economic efficiencies and the continued development of the state's health care system. The State Health Plan should work to identify opportunities to improve the efficiency of the state's health care system and to encourage innovation and competition.***

The project is intended to provide broader accessibility to Alere's cost-effective and health-enhancing programs of maternal/fetal home care. The project will provide leadership in setting standards of care for pregnant women in the service area. It will improve efficiency of care by reducing the need for distressed pregnant women to seek

care in expensive emergency rooms or hospital beds, when that can be avoided by skillful home care incorporating 24/7 telephonic support and constant monitoring by skilled clinicians.

#### **4. Quality of Care**

***Every citizen should have confidence that the quality of health care is continually monitored and standards are adhered to by health care providers. Health care providers are held to certain professional standards by the state's licensure system. Many health care stakeholders are working to improve their quality of care through adoption of best practices and data-driven evaluation.***

The applicant is licensed in Tennessee and is fully Joint-Commission accredited. Alere has earned the Joint Commission's Gold Seal ranking for the excellence of its programs.

#### **5. Health Care Workforce**

***The state should support the development, recruitment, and retention of a sufficient and quality health care workforce. The state should consider developing a comprehensive approach to ensure the existence of a sufficient, qualified health care workforce, taking into account issues regarding the number of providers at all levels and in all specialty and focus areas, the number of professionals in teaching positions, the capacity of medical, nursing, allied health and other educational institutions, state and federal laws and regulations impacting capacity programs, and funding.***

The project is a home care service, not a facility; as such it is not involved in the rotational training of health professionals.

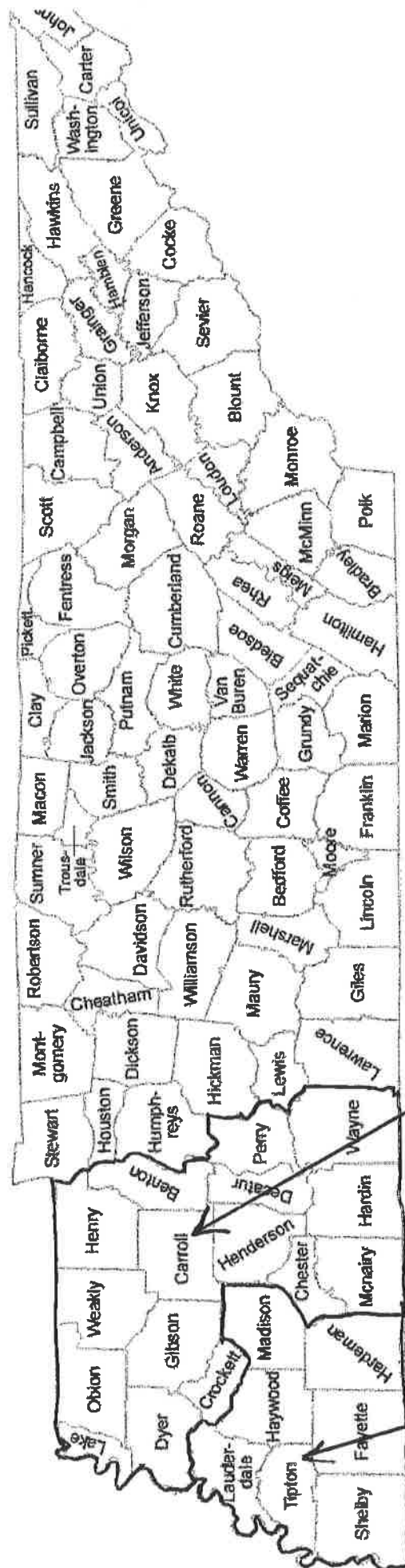
#### **C(I).2. DESCRIBE THE RELATIONSHIP OF THIS PROJECT TO THE APPLICANT'S LONG-RANGE DEVELOPMENT PLANS, IF ANY.**

Alere hopes to expand into all Tennessee counties, including the least populous and lowest-income counties. This application, if successful, will authorize Alere to serve all of West Tennessee.

**C(1).3. IDENTIFY THE PROPOSED SERVICE AREA AND JUSTIFY THE REASONABLENESS OF THAT PROPOSED AREA. SUBMIT A COUNTY-LEVEL MAP INCLUDING THE STATE OF TENNESSEE CLEARLY MARKED TO REFLECT THE SERVICE AREA. PLEASE SUBMIT THE MAP ON A 8-1/2" X 11" SHEET OF WHITE PAPER MARKED ONLY WITH INK DETECTABLE BY A STANDARD PHOTOCOPIER (I.E., NO HIGHLIGHTERS, PENCILS, ETC.).**

The proposed service area consists of 16 West Tennessee counties. They are Benton, Carroll, Chester, Crockett, Decatur, Dyer, Gibson, Hardin, Henderson, Henry, Lake, McNairy, Obion, Perry, Wayne, and Weakley.

A service area map showing the location of the service within the State of Tennessee is provided after this page, and also in Attachment C, Need--3 at the back of the application.



PROPOSED ADDITIONAL COUNTIES

CURRENT  
COUNTIES

ALERE WOMEN'S AND CHILDREN'S HEALTH / SHELBY COUNTY  
CURRENT AND PROPOSED SERVICE AREA

**C(I).4.A DESCRIBE THE DEMOGRAPHICS OF THE POPULATION TO BE SERVED BY THIS PROPOSAL.**

Please see Table Six following this page.

The service area population is more aged than the State, having a median age of 41.0 years compared to the State's 38.0 years.

The service area's population of women of childbearing age (15-44) is 18.2% of its total population, changing to 18.3% by 2019. From 2015 to 2019, it will increase 1.3% in size, faster than the 1.0% increase in the total area population but slower than the State average of 3.7%.

The service area counties' median household income is approximately 20% lower than the Tennessee State average: \$35,611 compared to \$44,298. The service area's TennCare enrollment is 25.3% of total population, compared to 22% Statewide. Its percent of population living below the poverty line is 19.9%, higher than the Statewide average of 17.6%.

**Table Six: Demographic Characteristics of Project Service Area  
Alere Shelby County--Proposed Additional Counties  
2015-2019**

Primary Service Area	Demographic Characteristics														
	County	Median Age 2010 Census	Female 15-44 Population 2015	Female 15-44 Population 2019	Female 15-44 Population % Change 2015 - 2019	Total Population 2015	Total Population 2019	Total Population % Change 2015 - 2019	Female 15-44 Population % of Total Population 2015	Female 15-44 Population % of Total Population 2019	Median Household Income	TennCare Enrollees Sept 2015	Percent of 2015 Population Enrolled in TennCare	Persons Below Poverty Level 2015	Persons Below Poverty Level as % of Population US Census
	Benton	45.4	2,600	2,596	-0.2%	16,208	16,071	-0.8%	16.0%	16.2%	\$33,033	4,150	25.6%	2,496	15.4%
	Carroll	42.0	4,984	4,958	-0.5%	28,012	27,781	-0.8%	17.8%	17.8%	\$35,049	7,766	27.7%	5,630	20.1%
	Chester	36.2	3,898	4,059	4.1%	17,593	18,151	3.2%	22.2%	22.4%	\$41,875	3,929	22.3%	3,501	19.9%
	Crockett	39.6	2,775	2,860	3.1%	14,611	14,715	0.7%	19.0%	19.4%	\$36,066	4,019	27.5%	2,761	18.9%
	Decatur	44.3	1,995	2,134	7.0%	11,883	12,156	2.3%	16.8%	17.6%	\$36,258	2,899	24.4%	2,686	22.6%
	Dyer	39.3	7,287	7,270	-0.2%	38,246	38,482	0.6%	19.1%	18.9%	\$38,953	10,719	28.0%	6,808	17.8%
	Gibson	39.9	9,703	10,052	3.6%	51,412	52,350	1.8%	18.9%	19.2%	\$38,343	13,333	25.9%	9,614	18.7%
	Hardin	43.5	4,345	4,368	0.5%	26,075	26,310	0.9%	16.7%	16.6%	\$33,622	7,266	27.9%	5,893	22.6%
	Henderson	39.7	5,253	5,255	0.0%	28,279	28,743	1.6%	18.6%	18.3%	\$38,280	7,229	25.6%	5,316	18.8%
	Henry	44.3	5,418	5,514	1.8%	32,766	33,015	0.8%	16.5%	16.7%	\$36,950	8,137	24.8%	6,291	19.2%
	Lake	38.3	908	874	-3.7%	9,676	9,411	-2.7%	9.4%	9.3%	\$27,115	2,230	23.0%	3,067	31.7%
	McNairy	41.6	4,702	4,961	5.5%	26,755	27,509	2.8%	17.6%	18.0%	\$33,452	7,798	29.1%	6,047	22.6%
	Obion	41.4	5,744	5,673	-1.2%	31,365	31,218	-0.5%	18.3%	18.2%	\$39,467	7,975	25.4%	5,614	17.9%
	Perry	43.1	1,250	1,213	-3.0%	8,025	8,103	1.0%	15.6%	15.0%	\$32,845	2,094	26.1%	1,693	21.1%
	Wayne	40.9	2,539	2,523	-0.6%	16,815	16,691	-0.7%	15.1%	15.1%	\$33,198	3,425	20.4%	3,397	20.2%
	Weakley	37.0	8,780	8,786	0.1%	38,790	39,709	2.4%	22.6%	22.1%	\$35,273	7,461	19.2%	8,107	20.9%
	Primary Serv. Area	41.0	72,181	73,096	1.3%	396,511	400,415	1.0%	18.2%	18.3%	\$35,611	100,430	25.3%	78,922	19.9%
	State of Tennessee	38.0	1,306,684	1,337,422	2.4%	6,649,438	6,894,997	3.7%	19.7%	19.4%	\$44,298	1,461,025	22.0%	1,170,301	17.6%

Sources: TDH Population Projections, May 2013; U.S. Census QuickFacts; TennCare Bureau.

**C(1).4.B. DESCRIBE THE SPECIAL NEEDS OF THE SERVICE AREA POPULATION, INCLUDING HEALTH DISPARITIES, THE ACCESSIBILITY TO CONSUMERS, PARTICULARLY THE ELDERLY, WOMEN, RACIAL AND ETHNIC MINORITIES, AND LOW-INCOME GROUPS. DOCUMENT HOW THE BUSINESS PLANS OF THE FACILITY WILL TAKE INTO CONSIDERATION THE SPECIAL NEEDS OF THE SERVICE AREA POPULATION.**

Pregnancy risks have a higher incidence rate among low-income women than among all women of that age group. So financial accessibility to care becomes an important issue for women whose pregnancies put them and their babies at risk. The applicant, Alere/Shelby County, is completely accessible to low-income TennCare mothers. In 2014, 47% of its Tennessee patients were TennCare enrollees. The Alere agency's 35% TennCare payor mix (2014 JAR) was almost twice as high as the average TennCare payor mix of 19.4% for the 33 home care agencies working in this service area. Twenty-four of them (72.7%) had a 10% or lower TennCare payor mix--and 15 of those 24 had zero TennCare revenues. To put that in perspective, more than one in four of the area's residents are currently enrolled in TennCare.

Alere will also remedy a common problem among home care agencies, which is a reluctance to serve many (or any) high-risk pregnant patients regardless of patient insurance--due to limited expertise in this highly specialized field and due to the heightened legal liability that can be involved with treating such patients. Due to its exclusive focus on this one type of patient, its years of experience with their special needs, and its excellent history of success in delivering effective care that reduces bad outcomes for mothers and babies at risk, Alere is uniquely positioned to handle these cases. It will vigorously pursue service to this underserved segment of the population, to the benefit not only of patients but also to those who pay the costs of care for their pregnancies and their newborns.



**C(I).5. DESCRIBE THE EXISTING OR CERTIFIED SERVICES, INCLUDING APPROVED BUT UNIMPLEMENTED CON'S, OF SIMILAR INSTITUTIONS IN THE SERVICE AREA. INCLUDE UTILIZATION AND/OR OCCUPANCY TRENDS FOR EACH OF THE MOST RECENT THREE YEARS OF DATA AVAILABLE FOR THIS TYPE OF PROJECT. BE CERTAIN TO LIST EACH INSTITUTION AND ITS UTILIZATION AND/OR OCCUPANCY INDIVIDUALLY....**

The applicant has prepared the following tables showing utilization of home care providers that are currently licensed in one or more of the proposed service area counties. Some are provided immediately after this page. Others that are very long, or are “base tables” used in preparing other tables, are in the “Miscellaneous” attachment at the back of the application as noted below.

Tables Seven-A & B: The agencies currently licensed for one or more of this project’s proposed service area counties, by State ID (Seven-A) and by agency name (Seven-B).

Table Seven-C (See Attachments): By State ID number and county--The agencies that are licensed to serve *each* of the 23 project service area counties.

Tables Eight-A & B: Each licensed agency’s 2012-2014 patient utilization, 2014 patients served in project service area counties, and licensure data, by State ID (Eight-A) and by Agency Name (Eight-B).

Tables Nine-A, B, & C: Each licensed agency’s TennCare payor mix, by State ID (Nine-A), by Agency Name (Nine-B), and by payor mix percentage (Nine-C).

Table Ten-A, B, C, & D: Each licensed agency’s dependence on the counties in the project service area, from three perspectives: agency dependence on patients from those counties; and agency dependence (locally and Statewide) on women of childbearing age in those counties. For example, an agency with a large geographic service area may derive 25% of its utilization *within this service area* from the area’s women of childbearing age --but at the same time those service area women may amount to only 1% of the agency’s total patients Statewide (i.e., in all its authorized counties).

Base Tables 1-2 (See Attachments): Provides the agency utilization statistics and county-level utilization data used to compile statistics in the other Tables.

**Table Seven-A: HHA's Licensed to Serve in Additional Area Requested by  
Alere Shelby County--BY STATE ID**

<b>Health Statistics ID</b>	<b>Agency Home County</b>	<b>Agency</b>
03025	Benton	Tennessee Quality Homecare - Northwest
09065	Carroll	Baptist Memorial Home Care & Hospice
19494	Davidson	Elk Valley Health Services Inc
19544	Davidson	Home Care Solutions, Inc
19694	Davidson	Willowbrook Home Health Care Agency
19724	Davidson	Careall
20045	Decatur	Tennessee Quality Homecare - Southwest
20055	Decatur	Volunteer Homecare of West Tennessee
23035	Dyer	Regional Home Care - Dyersburg
24026	Fayette	NHC Homecare
27025	Gibson	NHC Homecare
27085	Gibson	Volunteer Home Care, Inc
33103	Hamilton	Amedisys Home Health
36025	Hardin	Deaconess Homecare
36035	Hardin	Hardin Medical Center Home Health
39035	Henderson	Regional Home Care - Lexington
40075	Henry	Henry County Medical Center Home Health
41034	Hickman	St. Thomas Home Health
57055	Madison	Medical Center Home Health
57075	Madison	Amedisys Home Health Care
57085	Madison	Regional Home Care - Jackson
57095	Madison	Extendicare Home Health of West Tennessee
57165	Madison	F. C. of Tennessee, Inc.
60024	Maury	NHC Homecare
60044	Maury	Maury Regional Home Services
60074	Maury	Careall Homecare Services
66035	Obion	Extendicare Home Health of Western Tennessee
79316	Shelby	Methodist Alliance Home Care
84046	Tipton	Baptist Home Care & Hospice - Covington
92025	Weakley	Careall Homecare Services
94084	Williamson	Vanderbilt HC Affiliated w/Walgreens IV & RT Svcs
96010	Alcorn Co, MS	Magnolia Regional Health Care Home Hospice
96020	Fulton Co, KY	Regional Home Care Parkway

**Table Seven-B: HHA's Licensed to Serve in Additional Area Requested by  
Alere Shelby County--BY NAME**

<b>Health Statistics ID</b>	<b>Agency Home County</b>	<b>Agency</b>
33103	Hamilton	Amedisys Home Health
57075	Madison	Amedisys Home Health Care
84046	Tipton	Baptist Home Care & Hospice - Covington
09065	Carroll	Baptist Memorial Home Care & Hospice
19724	Davidson	Careall
60074	Maury	Careall Homecare Services
92025	Weakley	Careall Homecare Services
36025	Hardin	Deaconess Homecare
19494	Davidson	Elk Valley Health Services Inc
57095	Madison	Extendicare Home Health of West Tennessee
66035	Obion	Extendicare Home Health of Western Tennessee
57165	Madison	F. C. of Tennessee, Inc.
36035	Hardin	Hardin Medical Center Home Health
40075	Henry	Henry County Medical Center Home Health
19544	Davidson	Home Care Solutions, Inc
96010	Alcorn Co, MS	Magnolia Regional Health Care Home Hospice
60044	Maury	Maury Regional Home Services
57055	Madison	Medical Center Home Health
79316	Shelby	Methodist Alliance Home Care
24026	Fayette	NHC Homecare
27025	Gibson	NHC Homecare
60024	Maury	NHC Homecare
23035	Dyer	Regional Home Care - Dyersburg
57085	Madison	Regional Home Care - Jackson
39035	Henderson	Regional Home Care - Lexington
96020	Fulton Co, KY	Regional Home Care Parkway
41034	Hickman	St. Thomas Home Health
03025	Benton	Tennessee Quality Homecare - Northwest
20045	Decatur	Tennessee Quality Homecare - Southwest
94084	Williamson	Vanderbilt HC Affiliated w/Walgreens IV & RT Svcs
27085	Gibson	Volunteer Home Care, Inc
20055	Decatur	Volunteer Homecare of West Tennessee
19694	Davidson	Willowbrook Home Health Care Agency

**Table Eight-A: Patients Served by Home Health Agencies Licensed in Alere Shelby's Proposed Counties--BY STATE ID**

Health Statistics ID Number	County of Parent Office	Home Health Agency Name	Agency License Number	Date Agency Licensed	2012 JAR Total Patients Served in TN	2013 JAR Total Patients Served in TN	2014 JAR Total Patients Served in TN	2014 Total Patients Served in Alere's Proposed 16-County Service Area
03025	Benton	Tennessee Quality Homecare - Northwest	8	3/14/83	1,128	1,164	1,173	477
09065	Carroll	Baptist Memorial Home Care & Hospice	19	7/3/84	213	262	283	268
19494	Davidson	Elk Valley Health Services Inc	42	7/17/84	245	277	293	61
19544	Davidson	Home Care Solutions, Inc (LHC HomeCare of TN)	56	9/7/88	2,080	1,930	1,689	0
19694	Davidson	Willowbrook Home Health Care Agency	259	10/29/81	2,149	1,565	1,283	0
19724	Davidson	Careall (VIP Home Nursing & Rehab Svc, LLC)	295	7/5/84		1,562	1,665	0
20045	Decatur	Tennessee Quality Homecare - Southwest	221	3/19/84	1,082	1,080	988	569
20055	Decatur	Volunteer Homecare of West Tennessee	63	6/11/84	1,503	1,534	1,794	1,464
23035	Dyer	Regional Home Care - Dyersburg	77	2/18/84	814	707	1,452	1,241
24026	Fayette	NHC Homecare	291	6/6/83	217	226	301	10
27025	Gibson	NHC Homecare	85	2/7/77	625	569	655	506
27085	Gibson	Volunteer Home Care, Inc	285	5/26/82	3,027	3,041	2,995	2,198
33103	Hamilton	Amedisys Home Health	113	7/1/81	3,343	2,878	2,564	0
36025	Hardin	Deaconess Homecare	290	2/11/83	1,244	1,330	2,122	1,713
36035	Hardin	Hardin Medical Center Home Health	137	12/20/93	274	341	205	205
39035	Henderson	Regional Home Care - Lexington	139	2/1/84	616	569	582	580
40075	Henry	Henry County Medical Center Home Health	122	12/7/84	399	363	408	406
41034	Hickman	St. Thomas Home Health	125	6/1/84	134	214	311	15
57055	Madison	Medical Center Home Health	174	7/1/76	1,617	1,706	1,098	508
57075	Madison	Amedisys Home Health Care	177	5/2/84	2,586	2,741	2,541	1,725
57085	Madison	Regional Home Care - Jackson	178	6/7/84	1,061	1,164	1,863	957
57095	Madison	Extendicare Home Health of West Tennessee	120	6/18/84	993	1,085	832	360
57165	Madison	F. C. of Tennessee, Inc. (Intrepid)	175	9/26/84	86	422	507	246
60024	Maury	NHC Homecare	181	11/22/77	2,134	2,408	2,591	27
60044	Maury	Maury Regional Home Services	180	5/31/84	1,220	1,151	1,553	11
60074	Maury	Careall Homecare Services	194	2/9/84	224	609	881	232
66035	Obion	Extendicare Home Health of Western Tennessee	188	5/3/84	347	302	119	119
79316	Shelby	Methodist Alliance Home Care	233	7/1/88	3,180	3,179	3,363	0
84046	Tipton	Baptist Home Care & Hospice - Covington	260	9/26/84	361	353	323	0
92025	Weakley	Careall Homecare Services	276	6/16/83	2,668	2,036	2,337	2,124
94084	Williamson	Vanderbilt HC Affiliated w/Walgreens IV & RT Svcs	604	9/15/00	86	67	135	1
96010	Alcorn Co, MS	Magnolia Regional Health Care Home Hospice	296	3/24/82	915	856	830	35
96020	Fulton Co, KY	Regional Home Care Parkway	297	2/18/84	14	28	39	39
<b>AREAWIDE TOTALS AND AVERAGES</b>					<b>36,585</b>	<b>37,719</b>	<b>39,775</b>	<b>16,097</b>

Source: TDH; 2014 Joint Annual Reports of Home Health Agencies

**Table Eight-B: Patients Served by Home Health Agencies Licensed in Alere Shelby's Proposed Counties--BY NAME**

Health Statistics ID Number	County of Parent Office	Home Health Agency Name	Agency License Number	Date Agency Licensed	2012 JAR Total Patients Served In TN	2013 JAR Total Patients Served In TN	2014 JAR Total Patients Served In TN	2014 Total Patients Served in Alere's Proposed 16-County Service Area
33103	Hamilton	Amedisys Home Health	113	7/1/81	3,343	2,878	2,564	0
57075	Madison	Amedisys Home Health Care	177	5/2/84	2,586	2,741	2,541	1,725
84046	Tipton	Baptist Home Care & Hospice - Covington	260	9/26/84	361	353	323	0
09065	Carroll	Baptist Memorial Home Care & Hospice	19	7/3/84	213	262	283	268
19724	Davidson	Careall (VIP Home Nursing & Rehab Svc, LLC)	295	7/5/84		1,562	1,665	0
60074	Maury	Careall Homecare Services	194	2/9/84	224	609	881	232
92025	Weakley	Careall Homecare Services	276	6/16/83	2,668	2,036	2,337	2,124
36025	Hardin	Deaconess Homecare	290	2/11/83	1,244	1,330	2,122	1,713
19494	Davidson	Elk Valley Health Services Inc	42	7/17/84	245	277	293	61
57095	Madison	Extendicare Home Health of West Tennessee	120	6/18/84	993	1,085	832	360
66035	Oblon	Extendicare Home Health of Western Tennessee	188	5/3/84	347	302	119	119
57165	Madison	F. C. of Tennessee, Inc. (Intrepid)	175	9/26/84	86	422	507	246
36035	Hardin	Hardin Medical Center Home Health	137	12/20/93	274	341	205	205
40075	Henry	Henry County Medical Center Home Health	122	12/7/84	399	363	408	406
19544	Davidson	Home Care Solutions, Inc (LHC HomeCare of TN)	56	9/7/88	2,080	1,930	1,689	0
96010	Alcorn Co, MS	Magnolia Regional Health Care Home Hospice	296	3/24/82	915	856	830	35
60044	Maury	Maury Regional Home Services	180	5/31/84	1,220	1,151	1,553	11
57055	Madison	Medical Center Home Health	174	7/1/76	1,617	1,706	1,098	508
79316	Shelby	Methodist Alliance Home Care	233	7/1/88	3,180	3,179	3,363	0
24026	Fayette	NHC Homecare	291	6/6/83	217	226	301	10
27025	Gibson	NHC Homecare	85	2/7/77	625	569	655	506
60024	Maury	NHC Homecare	181	11/22/77	2,134	2,408	2,591	27
23035	Dyer	Regional Home Care - Dyersburg	77	2/18/84	814	707	1,452	1,241
57085	Madison	Regional Home Care - Jackson	178	6/7/84	1,061	1,164	1,863	957
39035	Henderson	Regional Home Care - Lexington	139	2/1/84	616	569	582	580
96020	Fulton Co, KY	Regional Home Care Parkway	297	2/18/84	14	28	39	39
41034	Hickman	St. Thomas Home Health	125	6/1/84	134	214	311	15
03025	Benton	Tennessee Quality Homecare - Northwest	8	3/14/83	1,128	1,164	1,173	477
20045	Decatur	Tennessee Quality Homecare - Southwest	221	3/19/84	1,082	1,080	988	569
94084	Williamson	Vanderbilt HC Affiliated w/Walgreens IV & RT Svcs	604	9/15/00	86	67	135	1
27085	Gibson	Volunteer Home Care, Inc	285	5/26/82	3,027	3,041	2,995	2,198
20055	Decatur	Volunteer Homecare of West Tennessee	63	6/11/84	1,503	1,534	1,794	1,464
19694	Davidson	Willowbrook Home Health Care Agency	259	10/29/81	2,149	1,565	1,283	0
<b>AREAWIDE TOTALS AND AVERAGES</b>					<b>36,585</b>	<b>37,719</b>	<b>39,775</b>	<b>16,097</b>

Source: TDH; 2014 Joint Annual Reports of Home Health Agencies

**Table Nine-A: 2014 TennCare Payor Mix of Home Health Agencies Licensed in Alere Shelby's Proposed Counties**  
**BY STATE ID**

Health Statistics ID Number	County of Parent Office	Home Health Agency Name	Agency License Number	Date Agency Licensed	2014 Total Gross Revenues	2014 TennCare Gross Revenues	2014 TennCare Percent of Total Gross Revenues
03025	Benton	Tennessee Quality Homecare - Northwest	8	3/14/83	\$4,825,810	\$368,553	7.6%
09065	Carroll	Baptist Memorial Home Care & Hospice	19	7/3/84	\$807,380	\$0	0.0%
19494	Davidson	Elk Valley Health Services Inc	42	7/17/84	\$27,548,490	\$17,659,060	64.1%
19544	Davidson	Home Care Solutions, Inc (LHC HomeCare of TN)	56	9/7/88	\$10,299,102	\$0	0.0%
19694	Davidson	Willowbrook Home Health Care Agency	259	10/29/81	\$5,730,667	\$0	0.0%
19724	Davidson	Careall (VIP Home Nursing & Rehab Svc, LLC)	295	7/5/84	\$8,791,208	\$2,768,953	31.5%
20045	Decatur	Tennessee Quality Homecare - Southwest	221	3/19/84	\$4,205,081	\$952,819	22.7%
20055	Decatur	Volunteer Homecare of West Tennessee	63	6/11/84	\$10,485,470	\$3,632,117	34.6%
23035	Dyer	Regional Home Care - Dyersburg	77	2/18/84	\$3,380,698	\$86,487	2.6%
24026	Fayette	NHC Homecare	291	6/6/83	\$1,587,592	\$0	0.0%
27025	Gibson	NHC Homecare	85	2/7/77	\$2,721,420	\$0	0.0%
27085	Gibson	Volunteer Home Care, Inc	285	5/26/82	\$12,326,672	\$2,505,219	20.3%
33103	Hamilton	Amedisys Home Health	113	7/1/81	\$9,877,048	\$0	0.0%
36025	Hardin	Deaconess Homecare	290	2/11/83	\$6,762,137	\$1,021,238	15.1%
36035	Hardin	Hardin Medical Center Home Health	137	12/20/93	\$1,492,524	\$0	0.0%
39035	Henderson	Regional Home Care - Lexington	139	2/1/84	\$2,938,591	\$21,814	0.7%
40075	Henry	Henry County Medical Center Home Health	122	12/7/84	\$832,451	\$21,946	2.6%
41034	Hickman	St. Thomas Home Health	125	6/1/84	\$580,395	\$40,549	7.0%
57055	Madison	Medical Center Home Health	174	7/1/76	\$5,057,160	\$0	0.0%
57075	Madison	Amedisys Home Health Care	177	5/2/84	\$10,376,674	\$0	0.0%
57085	Madison	Regional Home Care - Jackson	178	6/7/84	\$337,224	\$5,921	1.8%
57095	Madison	Extendicare Home Health of West Tennessee	120	6/18/84	\$6,069,394	\$0	0.0%
57165	Madison	F. C. of Tennessee, Inc. (Intrepid)	175	9/26/84	\$2,595,138	\$40,441	1.6%
60024	Maury	NHC Homecare	181	11/22/77	\$11,197,577	\$0	0.0%
60044	Maury	Maury Regional Home Services	180	5/31/84	\$3,638,674	\$266,219	7.3%
60074	Maury	Careall Homecare Services	194	2/9/84	\$2,784,544	\$485,997	17.5%
66035	Obion	Extendicare Home Health of Western Tennessee	188	5/3/84	\$1,140,079	\$0	0.0%
79316	Shelby	Methodist Alliance Home Care	233	7/1/88	\$7,090,000	\$121,948	1.7%
84046	Tipton	Baptist Home Care & Hospice - Covington	260	9/26/84	\$718,273	\$0	0.0%
92025	Weakley	Careall Homecare Services	276	6/16/83	\$15,132,242	\$5,595,861	37.0%
94084	Williamson	Vanderbilt HC Affiliated w/Walgreens IV & RT Svcs	604	9/15/00	\$59,437	\$18,888	31.8%
96010	Alcorn Co, MS	Magnolia Regional Health Care Home Hospice	296	3/24/82	\$1,877,600	\$0	0.0%
96020	Fulton Co, KY	Regional Home Care Parkway	297	2/18/84	\$185,329	\$0	0.0%
<b>AREAWIDE TOTALS AND AVERAGES</b>					<b>\$183,452,081</b>	<b>\$35,614,030</b>	<b>19.4%</b>

Source: TDH; 2014 Joint Annual Reports of Home Health Agencies

**Table Nine-B: 2014 TennCare Payor Mix of Home Health Agencies Licensed in Alere Shelby's Proposed Counties**  
**BY NAME**

Health Statistics ID Number	County of Parent Office	Home Health Agency Name	Agency License Number	Date Agency Licensed	2014 Total Gross Revenues	2014 TennCare Gross Revenues	2014 TennCare Percent of Total Gross Revenues
33103	Hamilton	Amedisys Home Health	113	7/1/81	\$9,877,048	\$0	0.0%
57075	Madison	Amedisys Home Health Care	177	5/2/84	\$10,376,674	\$0	0.0%
84046	Tipton	Baptist Home Care & Hospice - Covington	260	9/26/84	\$718,273	\$0	0.0%
09065	Carroll	Baptist Memorial Home Care & Hospice	19	7/3/84	\$807,380	\$0	0.0%
19724	Davidson	Careall (VIP Home Nursing & Rehab Svc, LLC)	295	7/5/84	\$8,791,208	\$2,768,953	31.5%
60074	Maury	Careall Homecare Services	194	2/9/84	\$2,784,544	\$485,997	17.5%
92025	Weakley	Careall Homecare Services	276	6/16/83	\$15,132,242	\$5,595,861	37.0%
36025	Hardin	Deaconess Homecare	290	2/11/83	\$6,762,137	\$1,021,238	15.1%
19494	Davidson	Elk Valley Health Services Inc	42	7/17/84	\$27,548,490	\$17,659,060	64.1%
57095	Madison	Extendicare Home Health of West Tennessee	120	6/18/84	\$6,069,394	\$0	0.0%
66035	Obion	Extendicare Home Health of Western Tennessee	188	5/3/84	\$1,140,079	\$0	0.0%
57165	Madison	F. C. of Tennessee, Inc. (Intrepid)	175	9/26/84	\$2,595,138	\$40,441	1.6%
36035	Hardin	Hardin Medical Center Home Health	137	12/20/93	\$1,492,524	\$0	0.0%
40075	Henry	Henry County Medical Center Home Health	122	12/7/84	\$832,451	\$21,946	2.6%
19544	Davidson	Home Care Solutions, Inc (LHC HomeCare of TN)	56	9/7/88	\$10,299,102	\$0	0.0%
96010	Alcorn Co, MS	Magnolia Regional Health Care Home Hospice	296	3/24/82	\$1,877,600	\$0	0.0%
60044	Maury	Maury Regional Home Services	180	5/31/84	\$3,638,674	\$266,219	7.3%
57055	Madison	Medical Center Home Health	174	7/1/76	\$5,057,160	\$0	0.0%
79316	Shelby	Methodist Alliance Home Care	233	7/1/88	\$7,090,000	\$121,948	1.7%
24026	Fayette	NHC Homecare	291	6/6/83	\$1,587,592	\$0	0.0%
27025	Gibson	NHC Homecare	85	2/7/77	\$2,721,420	\$0	0.0%
60024	Maury	NHC Homecare	181	11/22/77	\$11,197,577	\$0	0.0%
23035	Dyer	Regional Home Care - Dyersburg	77	2/18/84	\$3,380,698	\$86,487	2.6%
57085	Madison	Regional Home Care - Jackson	178	6/7/84	\$337,224	\$5,921	1.8%
39035	Henderson	Regional Home Care - Lexington	139	2/1/84	\$2,938,591	\$21,814	0.7%
96020	Fulton Co, KY	Regional Home Care Parkway	297	2/18/84	\$185,329	\$0	0.0%
41034	Hickman	St. Thomas Home Health	125	6/1/84	\$580,395	\$40,549	7.0%
03025	Benton	Tennessee Quality Homecare - Northwest	8	3/14/83	\$4,825,810	\$368,553	7.6%
20045	Decatur	Tennessee Quality Homecare - Southwest	221	3/19/84	\$4,205,081	\$952,819	22.7%
94084	Williamson	Vanderbilt HC Affiliated w/Walgreens IV & RT Svcs	604	9/15/00	\$59,437	\$18,888	31.8%
27085	Gibson	Volunteer Home Care, Inc	285	5/26/82	\$12,326,672	\$2,505,219	20.3%
20055	Decatur	Volunteer Homecare of West Tennessee	63	6/11/84	\$10,485,470	\$3,632,117	34.6%
19694	Davidson	Willowbrook Home Health Care Agency	259	10/29/81	\$5,730,667	\$0	0.0%
<b>AREAWIDE TOTALS AND AVERAGES</b>					<b>\$183,452,081</b>	<b>\$35,614,030</b>	<b>19.4%</b>

Source: TDH; 2014 Joint Annual Reports of Home Health Agencies

**Table Nine-C: 2014 TennCare Payor Mix of Home Health Agencies Licensed in Alere Shelby's Proposed Counties**  
**BY RANKING**

Health Statistics ID Number	County of Parent Office	Home Health Agency Name	Agency License Number	Date Agency Licensed	2014 Total Gross Revenues	2014 TennCare Gross Revenues	2014 TennCare Percent of Total Gross Revenues
19494	Davidson	Elk Valley Health Services Inc	42	7/17/84	\$27,548,490	\$17,659,060	64.1%
92025	Weakley	Careall Homecare Services	276	6/16/83	\$15,132,242	\$5,595,861	37.0%
20055	Decatur	Volunteer Homecare of West Tennessee	63	6/11/84	\$10,485,470	\$3,632,117	34.6%
94084	Williamson	Vanderbilt HC Affiliated w/Walgreens IV & RT Svcs	604	9/15/00	\$59,437	\$18,888	31.8%
19724	Davidson	Careall (VIP Home Nursing & Rehab Svc, LLC)	295	7/5/84	\$8,791,208	\$2,768,953	31.5%
20045	Decatur	Tennessee Quality Homecare - Southwest	221	3/19/84	\$4,205,081	\$952,819	22.7%
27085	Gibson	Volunteer Home Care, Inc	285	5/26/82	\$12,326,672	\$2,505,219	20.3%
60074	Maury	Careall Homecare Services	194	2/9/84	\$2,784,544	\$485,997	17.5%
36025	Hardin	Deaconess Homecare	290	2/11/83	\$6,762,137	\$1,021,238	15.1%
03025	Benton	Tennessee Quality Homecare - Northwest	8	3/14/83	\$4,825,810	\$368,553	7.6%
60044	Maury	Maury Regional Home Services	180	5/31/84	\$3,638,674	\$266,219	7.3%
41034	Hickman	St. Thomas Home Health	125	6/1/84	\$580,395	\$40,549	7.0%
40075	Henry	Henry County Medical Center Home Health	122	12/7/84	\$832,451	\$21,946	2.6%
23035	Dyer	Regional Home Care - Dyersburg	77	2/18/84	\$3,380,698	\$86,487	2.6%
57085	Madison	Regional Home Care - Jackson	178	6/7/84	\$337,224	\$5,921	1.8%
79316	Shelby	Methodist Alliance Home Care	233	7/1/88	\$7,090,000	\$121,948	1.7%
57165	Madison	F. C. of Tennessee, Inc. (Intrepd)	175	9/26/84	\$2,595,138	\$40,441	1.6%
39035	Henderson	Regional Home Care - Lexington	139	2/1/84	\$2,938,591	\$21,814	0.7%
33103	Hamilton	Amedisys Home Health	113	7/1/81	\$9,877,048	\$0	0.0%
57075	Madison	Amedisys Home Health Care	177	5/2/84	\$10,376,674	\$0	0.0%
84046	Tipton	Baptist Home Care & Hospice - Covington	260	9/26/84	\$718,273	\$0	0.0%
09065	Carroll	Baptist Memorial Home Care & Hospice	19	7/3/84	\$807,380	\$0	0.0%
57095	Madison	Extendicare Home Health of West Tennessee	120	6/18/84	\$6,069,394	\$0	0.0%
66035	Obion	Extendicare Home Health of Western Tennessee	188	5/3/84	\$1,140,079	\$0	0.0%
36035	Hardin	Hardin Medical Center Home Health	137	12/20/93	\$1,492,524	\$0	0.0%
19544	Davidson	Home Care Solutions, Inc (LHC HomeCare of TN)	56	9/7/88	\$10,299,102	\$0	0.0%
96010	Alcorn Co, MS	Magnolia Regional Health Care Home Hospice	296	3/24/82	\$1,877,600	\$0	0.0%
57055	Madison	Medical Center Home Health	174	7/1/76	\$5,057,160	\$0	0.0%
24026	Fayette	NHC Homecare	291	6/6/83	\$1,587,592	\$0	0.0%
27025	Gibson	NHC Homecare	85	2/7/77	\$2,721,420	\$0	0.0%
60024	Maury	NHC Homecare	181	11/22/77	\$11,197,577	\$0	0.0%
96020	Fulton Co, KY	Regional Home Care Parkway	297	2/18/84	\$185,329	\$0	0.0%
19694	Davidson	Willowbrook Home Health Care Agency	259	10/29/81	\$5,730,667	\$0	0.0%
<b>AREAWIDE TOTALS AND AVERAGES</b>					<b>\$183,452,081</b>	<b>\$35,614,030</b>	<b>19.4%</b>

Source: TDH; 2014 Joint Annual Reports of Home Health Agencies



Table Ten-A: Agency Dependence on Total and Childbearing-Age Female Patients in Alere Shelby's Proposed Counties--BY STATE ID									
TDH ID	County of Parent Office	AGENCY NAME	Total Agency Patients in TN	Total Agency Patients From Alere's Proposed Counties	Percent of Agency Dependence on Alere's Proposed Counties	Agency Total Patients Age 18-64 in Alere's Proposed Counties	Agency Female Patients Age 18-64 in Alere's Proposed Counties (Estimated @ 50%)	Local Dependence: Agency's Female Patients Age 18-64 in Proposed Counties as Percent of All Its Patients in Proposed Counties	Statewide Dependence: Agency's Female Patients Age 18-64 in Proposed Counties as Percent of All Its Patients in Proposed Counties
03025	Benton	Tennessee Quality Homecare - Northwest	1,173	477	40.7%	113	57	12%	5%
09065	Carroll	Baptist Memorial Home Care & Hospice	283	268	94.7%	68	34	13%	12%
19494	Davidson	Elk Valley Health Services Inc	293	61	20.8%	16	8	13%	3%
19544	Davidson	Home Care Solutions, Inc (LHC HomeCare of TN)	1,689	0	0.0%	0	0	0%	0%
19694	Davidson	Willowbrook Home Health Care Agency	1,283	0	0.0%	0	0	0%	0%
19724	Davidson	Careall VIP Home Nursing & Rehab Svc, LLC	1,665	0	0.0%	0	0	0%	0%
20045	Decatur	Tennessee Quality Homecare - Southwest	988	569	57.6%	79	40	7%	4%
20055	Decatur	Volunteer Homecare of West Tennessee	1,794	1,464	81.6%	406	203	14%	11%
23035	Dyer	Regional Home Care - Dyersburg	1,452	1,241	85.5%	267	134	11%	9%
24026	Fayette	NHC Homecare	301	10	3.3%	5	3	25%	1%
27025	Gibson	NHC Homecare	655	506	77.3%	168	84	17%	13%
27085	Gibson	Volunteer Home Care, Inc	2,995	2,198	73.4%	690	345	16%	12%
33103	Hamilton	Amedisys Home Health	2,564	0	0.0%	0	0	0%	0%
36025	Hardin	Deaconess Homecare	2,122	1,713	80.7%	422	211	12%	10%
36035	Hardin	Hardin Medical Center Home Health	205	205	100.0%	24	12	6%	6%
39035	Henderson	Regional Home Care - Lexington	582	580	99.7%	127	64	11%	11%
40075	Henry	Henry County Medical Center Home Health	408	406	99.5%	108	54	13%	13%
41034	Hickman	St. Thomas Home Health	311	15	4.8%	4	2	13%	1%
57055	Madison	Medical Center Home Health	1,098	508	46.3%	124	62	12%	6%
57075	Madison	Amedisys Home Health Care	2,541	1,725	67.9%	247	124	7%	5%
57085	Madison	Regional Home Care - Jackson	1,863	957	51.4%	225	113	12%	6%
57095	Madison	Extendicare Home Health of West Tennessee	832	360	43.3%	64	32	9%	4%
57165	Madison	F. C. of Tennessee, Inc. (Intrepid)	507	246	48.5%	49	25	10%	5%
60024	Maury	NHC Homecare	2,591	27	1.0%	14	7	26%	0%
60044	Maury	Maury Regional Home Services	1,553	11	0.7%	5	3	23%	0%
60074	Maury	Careall Homecare Services	881	232	26.3%	89	45	19%	5%
66035	Obion	Extendicare Home Health of Western Tennessee	119	119	100.0%	15	8	6%	6%
79316	Shelby	Methodist Alliance Home Care	3,363	0	0.0%	0	0	0%	0%
84046	Tipton	Baptist Home Care & Hospice - Covington	323	0	0.0%	0	0	0%	0%
92025	Weakley	Careall Homecare Services	2,337	2,124	90.9%	513	257	12%	11%
94084	Williamson	Vanderbilt HC Affiliated w/Walgreens IV & RT Svcs	135	1	0.7%	1	1	50%	0%
96010	Alcorn Co, MS	Magnolia Regional Health Care Home Hospice	830	35	4.2%	19	10	27%	1%
96020	Fulton Co, KY	Regional Home Care Parkway	39	39	100.0%	3	2	4%	4%
			39,775	16,097	40.5%	3,865	1,933	12%	5%

Sources: 2014 Joint Annual Reports

Table Ten-B: Agency Dependence on Total and Childbearing-Age Female Patients in Alere Shelby's Proposed Counties--BY NAME

TDH ID	County of Parent Office	AGENCY NAME	Total Agency Patients in TN	Total Agency Patients From Alere's Proposed Counties	Percent of Agency Dependence on Alere's Proposed Counties	Agency Total 18-64 in Alere's Proposed Counties (Estimated @ 50%)	Local Dependence: Agency's Female Patients Age 18-64 in Proposed Counties as Percent of All Patients in Proposed Counties	Statewide Dependence: Agency's Female Patients Age 18-64 in Proposed Counties as Percent of All Patients in Proposed Counties Statewide
33103	Hamilton	Amedisys Home Health	2,564	0	0.0%	0	0%	0%
57075	Madison	Amedisys Home Health Care	2,541	1,725	67.9%	247	7%	5%
84046	Tipton	Baptist Home Care & Hospice - Covington	323	0	0.0%	0	0%	0%
09065	Carroll	Baptist Memorial Home Care & Hospice	283	268	94.7%	68	13%	12%
19724	Davidson	Careall (VIP Home Nursing & Rehab Svc, LLC)	1,665	0	0.0%	0	0%	0%
60074	Maury	Careall Homecare Services	881	232	26.3%	89	19%	5%
92025	Weakley	Careall Homecare Services	2,337	2,124	90.9%	513	25%	11%
36025	Hardin	Deaconess Homecare	2,122	1,713	80.7%	422	12%	10%
19494	Davidson	Elk Valley Health Services Inc	293	61	20.8%	16	13%	3%
57095	Madison	Extendicare Home Health of West Tennessee	832	360	43.3%	64	9%	4%
66035	Obion	Extendicare Home Health of Western Tennessee	119	119	100.0%	15	8%	6%
57165	Madison	F. C. of Tennessee, Inc. (Intrepid)	507	246	48.5%	49	25%	10%
36035	Hardin	Hardin Medical Center Home Health	205	205	100.0%	24	12%	6%
40075	Henry	Henry County Medical Center Home Health	408	406	99.5%	108	13%	13%
19544	Davidson	Home Care Solutions, Inc (LHC HomeCare of TN)	1,689	0	0.0%	0	0%	0%
96010	Alcorn Co. MS	Magnolia Regional Health Care Home Hospice	830	35	4.2%	19	10%	27%
60044	Maury	Maury Regional Home Services	1,553	11	0.7%	5	3%	23%
57055	Madison	Medical Center Home Health	1,098	508	46.3%	124	62%	12%
79316	Shelby	Methodist Alliance Home Care	3,363	0	0.0%	0	0%	0%
24026	Fayette	NHC Homecare	301	10	3.3%	5	3%	25%
27025	Gibson	NHC Homecare	655	506	77.3%	168	84%	17%
60024	Maury	NHC Homecare	2,591	27	1.0%	14	7%	26%
23035	Dyer	Regional Home Care - Dyersburg	1,452	1,241	85.5%	267	11%	11%
57085	Madison	Regional Home Care - Jackson	1,863	957	51.4%	225	11%	12%
39035	Henderson	Regional Home Care - Lexington	582	580	99.7%	127	64%	11%
96020	Fulton Co, KY	Regional Home Care Parkway	39	39	100.0%	3	2%	4%
41034	Hickman	St. Thomas Home Health	311	15	4.8%	4	2%	13%
03025	Benton	Tennessee Quality Homecare - Northwest	1,173	477	40.7%	113	57%	12%
20045	Decatur	Tennessee Quality Homecare - Southwest	988	569	57.6%	79	40%	7%
94084	Williamson	Vanderbilt HC Affiliated w/Walgreens IV & RT Svcs	135	1	0.7%	1	1%	50%
27085	Gibson	Volunteer Home Care, Inc	2,995	2,198	73.4%	690	34%	16%
20055	Decatur	Volunteer Homecare of West Tennessee	1,794	1,464	81.6%	406	20%	14%
19694	Davidson	Willowbrook Home Health Care Agency	1,283	0	0.0%	0	0%	0%
			39,775	16,097	40.5%	3,865	1,933	12%
								5%

Sources: 2014 Joint Annual Reports

TDH ID	County of Parent Office	AGENCY NAME	Total Agency Patients in TN	Total Agency Patients From Alere's Proposed Counties	Percent of Agency Dependence on Alere's Proposed Counties	Agency Total Patients Age 18-64 in Alere's Proposed Counties	Agency Female Patients Age 18-64 in Alere's Proposed Counties (Estimated @ 50%)	Local Dependence: Agency's Female Patients Age 18-64 in Proposed Counties as Percent of All Its Patients in Proposed Counties	Statewide Dependence: Agency's Female Patients Age 18-64 in Proposed Counties as Percent of All Its Patients Statewide
94084	Williamson	Vanderbilt HC Affiliated w/Walgreens IV & RT Svcs	135	1	0.7%	1	1	50%	0%
96010	Alcorn Co, MS	Magnolia Regional Health Care Home Hospice	830	35	4.2%	19	10	27%	1%
60024	Maury	NHC Homecare	2,591	27	1.0%	14	7	26%	0%
24026	Fayette	NHC Homecare	301	10	3.3%	5	3	25%	1%
60044	Maury	Maury Regional Home Services	1,553	11	0.7%	5	3	23%	0%
60074	Maury	Careall Homecare Services	881	232	26.3%	89	45	19%	5%
27025	Gibson	NHC Homecare	655	506	77.3%	168	84	17%	13%
27085	Gibson	Volunteer Home Care, Inc	2,995	2,198	73.4%	690	345	16%	12%
20055	Decatur	Volunteer Homecare of West Tennessee	1,794	1,464	81.6%	406	203	14%	11%
41034	Hickman	St. Thomas Home Health	311	15	4.8%	4	2	13%	1%
40075	Henry	Henry County Medical Center Home Health	408	406	99.5%	108	54	13%	13%
19494	Davidson	Elk Valley Health Services Inc	293	61	20.8%	16	8	13%	3%
09065	Carroll	Baptist Memorial Home Care & Hospice	283	268	94.7%	68	34	13%	12%
36025	Hardin	Deaconess Homecare	2,122	1,713	80.7%	422	211	12%	10%
57055	Madison	Medical Center Home Health	1,098	508	46.3%	124	62	12%	6%
92025	Weakley	Careall Homecare Services	2,337	2,124	90.9%	513	257	12%	11%
03025	Benton	Tennessee Quality Homecare - Northwest	1,173	477	40.7%	113	57	12%	5%
57085	Madison	Regional Home Care - Jackson	1,863	957	51.4%	225	113	12%	6%
39035	Henderson	Regional Home Care - Lexington	582	580	99.7%	127	64	11%	11%
23035	Dyer	Regional Home Care - Dyersburg	1,452	1,241	85.5%	267	134	11%	9%
57165	Madison	F. C. of Tennessee, Inc. (Intrepid)	507	246	48.5%	49	25	10%	5%
57095	Madison	Extendicare Home Health of West Tennessee	832	360	43.3%	64	32	9%	4%
57075	Madison	Amedisys Home Health Care	2,541	1,725	67.9%	247	124	7%	5%
20045	Decatur	Tennessee Quality Homecare - Southwest	988	569	57.6%	79	40	7%	4%
66035	Obion	Extendicare Home Health of Western Tennessee	119	119	100.0%	15	8	6%	6%
36035	Hardin	Hardin Medical Center Home Health	205	205	100.0%	24	12	6%	6%
96020	Fulton Co, KY	Regional Home Care Parkway	39	39	100.0%	3	2	4%	4%
33103	Hamilton	Amedisys Home Health	2,564	0	0.0%	0	0	0%	0%
84046	Tipton	Baptist Home Care & Hospice - Covington	323	0	0.0%	0	0	0%	0%
19724	Davidson	Careall (VIP Home Nursing & Rehab Svc, LLC)	1,665	0	0.0%	0	0	0%	0%
19544	Davidson	Home Care Solutions, Inc (LHC HomeCare of TN)	1,689	0	0.0%	0	0	0%	0%
79316	Shelby	Methodist Alliance Home Care	3,363	0	0.0%	0	0	0%	0%
19694	Davidson	Willowbrook Home Health Care Agency	1,283	0	0.0%	0	0	0%	0%
			39,775	16,097	40.5%	3,865	1,933	12%	5%

Sources: 2014 Joint Annual Reports

Table Ten-D: Agency Dependence, STATEWIDE, on Total and Childbearing-Age Female Patients in Alere Shelby's Proposed Counties--BY RANKING										
TDH ID	County of Parent Office	AGENCY NAME	Total Agency Patients in TN	Total Agency Patients From Alere's Proposed Counties	Percent of Agency Dependence on Alere's Proposed Counties	Agency Total Patients Age 18-64 in Alere's Proposed Counties	Agency Female Patients Age 18-64 in Alere's Proposed Counties (Estimated @ 50%)	Local Dependence: Agency's Female Patients Age 18-64 in Proposed Counties as Percent of All Its Patients in Proposed Counties	Statewide Dependence: Agency's Female Patients Age 18-64 in Proposed Counties as Percent of All Its Patients Statewide	
40075	Henry	Henry County Medical Center Home Health	408	406	99.5%	108	54	13%	13%	
27025	Gibson	NHC Homecare	655	506	77.3%	168	84	17%	13%	
09065	Carroll	Baptist Memorial Home Care & Hospice	283	268	94.7%	68	34	13%	12%	
27085	Gibson	Volunteer Home Care, Inc	2,995	2,198	73.4%	690	345	16%	12%	
20055	Decatur	Volunteer Homecare of West Tennessee	1,794	1,464	81.6%	406	203	14%	11%	
92025	Weakley	Careall Homecare Services	2,337	2,124	90.9%	513	257	12%	11%	
39035	Henderson	Regional Home Care - Lexington	582	580	99.7%	127	64	11%	11%	
36025	Hardin	Deaconess Homecare	2,122	1,713	80.7%	422	211	12%	10%	
23035	Dyer	Regional Home Care - Dyersburg	1,452	1,241	85.5%	267	134	11%	9%	
66035	Obion	Extendicare Home Health of Western Tennessee	119	119	100.0%	15	8	6%	6%	
57085	Madison	Regional Home Care - Jackson	1,863	957	51.4%	225	113	12%	6%	
36035	Hardin	Hardin Medical Center Home Health	205	205	100.0%	24	12	6%	6%	
57055	Madison	Medical Center Home Health	1,098	508	46.3%	124	62	12%	6%	
60074	Maury	Careall Homecare Services	881	232	26.3%	89	45	19%	5%	
57075	Madison	Amedisys Home Health Care	2,541	1,725	67.9%	247	124	7%	5%	
57165	Madison	F. C. of Tennessee, Inc. (Intrepid)	507	246	48.5%	49	25	10%	5%	
03025	Benton	Tennessee Quality Homecare - Northwest	1,173	477	40.7%	113	57	12%	5%	
20045	Decatur	Tennessee Quality Homecare - Southwest	988	569	57.6%	79	40	7%	4%	
57095	Madison	Extendicare Home Health of West Tennessee	832	360	43.3%	64	32	9%	4%	
96020	Fulton Co, KY	Regional Home Care Parkway	39	39	100.0%	3	2	4%	4%	
19494	Davidson	Elk Valley Health Services Inc	293	61	20.8%	16	8	13%	3%	
96010	Alcorn Co, MS	Magnolia Regional Health Care Home Hospice	830	35	4.2%	19	10	27%	1%	
24026	Fayette	NHC Homecare	301	10	3.3%	5	3	25%	1%	
41034	Hickman	St. Thomas Home Health	311	15	4.8%	4	2	13%	1%	
94084	Williamson	Vanderbilt HC Affiliated w/Walgreens IV & RT Svcs	135	1	0.7%	1	1	50%	0%	
60024	Maury	NHC Homecare	2,591	27	1.0%	14	7	26%	0%	
60044	Maury	Maury Regional Home Services	1,553	11	0.7%	5	3	23%	0%	
33103	Hamilton	Amedisys Home Health	2,564	0	0.0%	0	0	0%	0%	
84046	Tipton	Baptist Home Care & Hospice - Covington	323	0	0.0%	0	0	0%	0%	
19724	Davidson	Careall (VIP Home Nursing & Rehab Svc, LLC)	1,665	0	0.0%	0	0	0%	0%	
19544	Davidson	Home Care Solutions, Inc (LHC HomeCare of TN)	1,689	0	0.0%	0	0	0%	0%	
79316	Shelby	Methodist Alliance Home Care	3,363	0	0.0%	0	0	0%	0%	
19694	Davidson	Willowbrook Home Health Care Agency	1,283	0	0.0%	0	0	0%	0%	
			39,775	16,097	40.5%	3,865	1,933	12%	5%	

Sources: 2014 Joint Annual Reports

**C(I).6. PROVIDE APPLICABLE UTILIZATION AND/OR OCCUPANCY STATISTICS FOR YOUR INSTITUTION FOR EACH OF THE PAST THREE (3) YEARS AND THE PROJECTED ANNUAL UTILIZATION FOR EACH OF THE TWO (2) YEARS FOLLOWING COMPLETION OF THE PROJECT. ADDITIONALLY, PROVIDE THE DETAILS REGARDING THE METHODOLOGY USED TO PROJECT UTILIZATION. THE METHODOLOGY MUST INCLUDE DETAILED CALCULATIONS OR DOCUMENTATION FROM REFERRAL SOURCES, AND IDENTIFICATION OF ALL ASSUMPTIONS.**

#### Applicant's Historical Utilization

Following this page is Table Eleven-A, providing the past three years of utilization for the three Alere Women's and Children's Health agencies in Tennessee. The second following page is Table Eleven-B, providing comprehensive statistics on the 2014 utilization of Alere Women's and Children's Health (Shelby County) as reported in its 2014 Joint Annual Report.

#### Applicant's Projected Utilization

The applicant projected its utilization from the proposed service area using a two-step process, as stated below. The steps are reflected in Tables Twelve-A and -B, which follow the historical Alere utilization charts that begin after this page.

1. Alere/Shelby's 2014 overall use rate in its current 14-county service area was calculated. Alere/Shelby's Tennessee patients by county during 2014 (335 from Tennessee) were totaled and divided by the 2014 female population of childbearing age for its current counties (254,419) to derive the target population's average Tennessee service area use rate of Alere/Shelby, which was 0.132%. See Table Twelve-A below.

2. Alere/Shelby's 2014 average use rate was then applied to the projected Years One and Two population of females of childbearing age in the *proposed* service area. That resulted in a projection of approximately 96 additional Alere patients in both 2017 and 2018. See Table Twelve-B below.

Table Eleven-A: Alere Women's and Children's Health (All Tennessee Agencies)											
2012-2014 Total Patients, 2014 TennCare Patients, 2014 Patients of Childbearing Age (18-64)											
Health Statistics ID Number	Home Health Agency Name	Agency License Number	County of Parent Office	Date Agency Licensed	2012 JAR Total Patients Served	2013 JAR Total Patients Served	2014 JAR Total Patients Served	2014 JAR TennCare Patients Served	2014 TennCare Percent of Total Patients Served	2014 Patients Served Ages 18-64	2014 Percent of Total Patients Served Who were Age 18-64
19654	Alere Women's and Children's Health	471	Davidson	3/1/99	196	202	186	134	72.0%	184	98.9%
33423	Alere Women's and Children's Health	457	Hamilton	11/13/98	52	74	50	36	72.0%	50	100.0%
79466	Alere Women's and Children's Health	459	Shelby	12/21/98	401	417	376	175	46.5%	375	99.7%
Statewide Totals					649	693	612	345	56.4%	609	99.5%

Source: TDH; 2014 Joint Annual Reports of Home Health Agencies

**Table Eleven-B: 2014 Alere / Shelby County Utilization**

<b>Health Statistics ID</b>	<b>Agency County</b>	<b>Agency Name</b>	<b>Total Patients</b>	<b>TNCare Patients</b>	<b>TnCare % of Patients</b>
79466	Shelby	Alere Women's and Children's Health	376	175	46.5%
			<b>Total Gross Revenue</b>	<b>TNCare Gross Revenue</b>	<b>TnCare % of Gross Revenue</b>
			\$1,255,827	\$440,733	35.1%
			<b>Total Visits</b>	<b>TNCare Visits</b>	<b>TnCare % of Visits</b>
			3,037	1,919	63.2%
			<b>Total Hours</b>	<b>TNCare Hours</b>	<b>TnCare % of Hours</b>
			4,556	2,186	48.0%
			<b>Total Patients</b>	<b>Patients Age 18-64</b>	<b>% of Patients Age 18-64</b>
			376	375	99.7%

Source: HHA Joint Ann. Reports, 2014.

<b>Table Twelve-A: Alere Shelby's Use Rates in 2014</b>			
<b>County</b>	<b>Alere Agency's Total Patients in 2014</b>	<b>2014 Female Population 15-44</b>	<b>Alere Use Rate by Population of Childbearing Age</b>
<b>HAMILTON CO. AGENCY</b>			
Fayette	7	7,249	0.097%
Hardeman	2	4,184	0.048%
Haywood	0	3,527	0.000%
Lauderdale	6	4,759	0.126%
Madison	4	20,414	0.020%
Shelby	301	201,356	0.149%
Tipton	15	12,930	0.116%
<b>AGENCY TOTAL</b>	<b>335</b>	<b>254,419</b>	<b>0.132%</b>

Source: Joint Annual Reports; TDH Population Projections 2013 Series.

Note: Patients exclude 41 from outside TN service area.



**Table Twelve-B: Alere/Shelby Patients By Proposed New Counties--Years One & Two**

<b>Proposed Counties To Be Added to Alere Shelby's Service Areas</b>	<b>Year One 2017 Female Population 15-44</b>	<b>Year 2018 Female Population 15-44</b>	<b>Agency's 2014 Average Use Rate in Its Current Counties</b>	<b>Year One Projected New Alere Patients</b>	<b>Year Two Projected New Alere Patients</b>
Benton	2,613	2,602	<b>0.132%</b>	3.45	3.43
Carroll	4,948	4,933	<b>0.132%</b>	6.53	6.51
Chester	3,965	4,035	<b>0.132%</b>	5.23	5.33
Crockett	2,779	2,816	<b>0.132%</b>	3.67	3.72
Decatur	2,045	2,099	<b>0.132%</b>	2.70	2.77
Dyer	7,261	7,284	<b>0.132%</b>	9.58	9.61
Gibson	9,889	9,960	<b>0.132%</b>	13.05	13.15
Hardin	4,324	4,359	<b>0.132%</b>	5.71	5.75
Henderson	5,230	5,221	<b>0.132%</b>	6.90	6.89
Henry	5,469	5,469	<b>0.132%</b>	7.22	7.22
Lake	886	884	<b>0.132%</b>	1.17	1.17
McNairy	4,805	4,863	<b>0.132%</b>	6.34	6.42
Obion	5,660	5,660	<b>0.132%</b>	7.47	7.47
Perry	1,229	1,225	<b>0.132%</b>	1.62	1.62
Wayne	2,515	2,503	<b>0.132%</b>	3.32	3.30
Weakley	8,747	8,765	<b>0.132%</b>	11.55	11.57
<b>NEW COUNTIES TOTAL</b>	<b>72,365</b>	<b>72,678</b>	<b>0.132%</b>	<b>95.52</b>	<b>95.93</b>
<b>PROJECTED ALERE PATIENTS</b>				<b>59</b>	<b>96</b>

**C(II)1. PROVIDE THE COST OF THE PROJECT BY COMPLETING THE PROJECT COSTS CHART ON THE FOLLOWING PAGE. JUSTIFY THE COST OF THE PROJECT.**

- **ALL PROJECTS SHOULD HAVE A PROJECT COST OF AT LEAST \$3,000 ON LINE F (MINIMUM CON FILING FEE). CON FILING FEE SHOULD BE CALCULATED ON LINE D.**

- **THE COST OF ANY LEASE (BUILDING, LAND, AND/OR EQUIPMENT) SHOULD BE BASED ON FAIR MARKET VALUE OR THE TOTAL AMOUNT OF THE LEASE PAYMENTS OVER THE INITIAL TERM OF THE LEASE, WHICHEVER IS GREATER. NOTE: THIS APPLIES TO ALL EQUIPMENT LEASES INCLUDING BY PROCEDURE OR "PER CLICK" ARRANGEMENTS. THE METHODOLOGY USED TO DETERMINE THE TOTAL LEASE COST FOR A "PER CLICK" ARRANGEMENT MUST INCLUDE, AT A MINIMUM, THE PROJECTED PROCEDURES, THE "PER CLICK" RATE AND THE TERM OF THE LEASE.**

- **THE COST FOR FIXED AND MOVEABLE EQUIPMENT INCLUDES, BUT IS NOT NECESSARILY LIMITED TO, MAINTENANCE AGREEMENTS COVERING THE EXPECTED USEFUL LIFE OF THE EQUIPMENT; FEDERAL, STATE, AND LOCAL TAXES AND OTHER GOVERNMENT ASSESSMENTS; AND INSTALLATION CHARGES, EXCLUDING CAPITAL EXPENDITURES FOR PHYSICAL PLANT RENOVATION OR IN-WALL SHIELDING, WHICH SHOULD BE INCLUDED UNDER CONSTRUCTION COSTS OR INCORPORATED IN A FACILITY LEASE.**

- **FOR PROJECTS THAT INCLUDE NEW CONSTRUCTION, MODIFICATION, AND/OR RENOVATION; DOCUMENTATION MUST BE PROVIDED FROM A CONTRACTOR AND/OR ARCHITECT THAT SUPPORT THE ESTIMATED CONSTRUCTION COSTS.**

Please see the following page for the Project Cost Chart. There is no construction required.

## PROJECT COSTS CHART--ALERE SHELBY COUNTY--EXPANSION

**A. Construction and equipment acquired by purchase:**

1. Architectural and Engineering Fees	\$ 0
2. Legal, Administrative, Consultant Fees (Excl CON Filing Fee)	60,000
3. Acquisition of Site	0
4. Preparation of Site	0
5. Construction Cost	0
6. Contingency Fund	0
7. Fixed Equipment (Not included in Construction Contract)	0
8. Moveable Equipment (List all equipment over \$50,000)	16,000
9. Other (Specify) _____	0

**B. Acquisition by gift, donation, or lease:**

1. Facility (inclusive of building and land)	0
2. Building only	0
3. Land only	0
4. Equipment (Specify) _____	0
5. Other (Specify) _____	0

**C. Financing Costs and Fees:**

1. Interim Financing	0
2. Underwriting Costs	0
3. Reserve for One Year's Debt Service	0
4. Other (Specify) _____	0

**D. Estimated Project Cost  
(A+B+C)**

76,000

**E. CON Filing Fee**

3,000

**F. Total Estimated Project Cost (D+E)**

**TOTAL \$ 79,000**

Actual Capital Cost	79,000
Section B FMV	0

**C(II).2. IDENTIFY THE FUNDING SOURCES FOR THIS PROJECT.**

**a. PLEASE CHECK THE APPLICABLE ITEM(S) BELOW AND BRIEFLY SUMMARIZE HOW THE PROJECT WILL BE FINANCED. (DOCUMENTATION FOR THE TYPE OF FUNDING MUST BE INSERTED AT THE END OF THE APPLICATION, IN THE CORRECT ALPHANUMERIC ORDER AND IDENTIFIED AS ATTACHMENT C, ECONOMIC FEASIBILITY--2).**

       **A. Commercial Loan--Letter from lending institution or guarantor stating favorable initial contact, proposed loan amount, expected interest rates, anticipated term of the loan, and any restrictions or conditions;**

       **B. Tax-Exempt Bonds--copy of preliminary resolution or a letter from the issuing authority, stating favorable contact and a conditional agreement from an underwriter or investment banker to proceed with the issuance;**

       **C. General Obligation Bonds--Copy of resolution from issuing authority or minutes from the appropriate meeting;**

       **D. Grants--Notification of Intent form for grant application or notice of grant award;**

  x   **E. Cash Reserves--Appropriate documentation from Chief Financial Officer; or**

       **F. Other--Identify and document funding from all sources.**

The project will be funded/financed in cash by United Health Group (UHG), the ultimate parent company of Alere Women's and Children's Health, LLC, through its subsidiary OptumHealth Care Solutions, Inc. Documentation of financing is provided in Attachment C, Economic Feasibility--2. UHG's income statement and balance sheet are also included.

**C(II).3. DISCUSS AND DOCUMENT THE REASONABLENESS OF THE PROPOSED PROJECT COSTS. IF APPLICABLE, COMPARE THE COST PER SQUARE FOOT OF CONSTRUCTION TO SIMILAR PROJECTS RECENTLY APPROVED BY THE HSDA.**

Not applicable; the project does not include construction.

**C(II).4. COMPLETE HISTORICAL AND PROJECTED DATA CHARTS ON THE FOLLOWING TWO PAGES--DO NOT MODIFY THE CHARTS PROVIDED OR SUBMIT CHART SUBSTITUTIONS. HISTORICAL DATA CHART REPRESENTS REVENUE AND EXPENSE INFORMATION FOR THE LAST THREE (3) YEARS FOR WHICH COMPLETE DATA IS AVAILABLE FOR THE INSTITUTION. PROJECTED DATA CHART REQUESTS INFORMATION FOR THE TWO YEARS FOLLOWING COMPLETION OF THIS PROPOSAL. PROJECTED DATA CHART SHOULD INCLUDE REVENUE AND EXPENSE PROJECTIONS FOR THE PROPOSAL ONLY (I.E., IF THE APPLICATION IS FOR ADDITIONAL BEDS, INCLUDE ANTICIPATED REVENUE FROM THE PROPOSED BEDS ONLY, NOT FROM ALL BEDS IN THE FACILITY).**

See the following three pages for these charts, with a page of itemized expenses following the last chart.

1. As explained in Section C.II.9 below, the TennCare MCO's, not TennCare, contract with Alere at a pre-negotiated per diem rate. Each MCO pays 100% of its negotiated rate. Large contractual adjustments are explained primarily by that.
2. Commercial plans who utilize Alere include Aetna, Cigna, Humana, and United Health Care. The reimbursement from these agencies is agreed to using the same "bundled" per diem approach that is used for TennCare. Each insurance plan is contracted with separately; and the confidential contracts state the rates of reimbursement. These are proprietary methodologies, negotiations, rates, and contracts and are not available for public disclosure.
3. Decreases in average charges from CY2014 through the projection period are due to a change in the mix of therapies and services Alere provides. The therapy mix has changed; Alere is now serving patients with therapies that have a lower average charge.
4. The historic and projected data charts are full income and expense statements that show net operating revenue after deductions for contractual adjustments, charity care, and bad debt. Please note that Table 16 (payor mix) later in the application shows revenue data *before* adjustment for bad debt. This is not an inconsistency. If bad debt is added back into net operating revenue in the historic and projected data charts, the net operating revenue will match that shown in Table 16.

**HISTORICAL DATA CHART -- ALERE SHELBY COUNTY**  
**(ALL DATA ON CALENDAR YEAR BASIS EXCEPT LINE A FYE PATIENTS FROM JAR)**

Give information for the last three (3) years for which complete data are available for the facility or agency.

The fiscal year begins in January.

		CY 2012	CY 2013	CY 2014
	CY Patients, TN & Other	425	394	406
A.	Utilization Data			
	FYE Patients, TN only (JAR)	401	417	376
B.	Revenue from Services to Patients			
1.	Inpatient Services	\$		
2.	Outpatient Services			
3.	Emergency Services			
4.	Other Operating Revenue	4,956,713	3,683,215	3,145,035
	(Specify) <u>See notes page</u>			
	<b>Gross Operating Revenue</b>	<b>\$ 4,956,713</b>	<b>\$ 3,683,215</b>	<b>\$ 3,145,035</b>
C.	Deductions for Operating Revenue			
1.	Contractual Adjustments	\$ 3,450,319	2,364,980	2,000,581
2.	Provision for Charity Care	49,567	36,832	31,450
3.	Provisions for Bad Debt	65,443	65,619	37,893
	<b>Total Deductions</b>	<b>\$ 3,565,329</b>	<b>\$ 2,467,431</b>	<b>\$ 2,069,924</b>
	<b>NET OPERATING REVENUE</b>	<b>\$ 1,391,384</b>	<b>\$ 1,215,784</b>	<b>\$ 1,075,111</b>
D.	Operating Expenses			
1.	Salaries and Wages	\$ 394,548	348,237	380,306
2.	Physicians Salaries and Wages			
3.	Supplies	177,508	150,137	118,302
4.	Taxes	5,804	4,288	3,894
5.	Depreciation	8,941	5,616	3,102
6.	Rent	16,500	16,500	16,500
7.	Interest, other than Capital			
8.	Management Fees			
	a. Fees to Affiliates			
	b. Fees to Non-Affiliates			
9.	Other Expenses (Specify) <u>See notes page</u>	73,674	65,986	72,280
	<b>Total Operating Expenses</b>	<b>\$ 676,975</b>	<b>\$ 590,764</b>	<b>\$ 594,384</b>
E.	Other Revenue (Expenses) -- Net (Specify)	\$	\$	\$
	<b>NET OPERATING INCOME (LOSS)</b>	<b>\$ 714,409</b>	<b>\$ 625,020</b>	<b>\$ 480,727</b>
F.	Capital Expenditures			
1.	Retirement of Principal	\$	\$	\$
2.	Interest			
	<b>Total Capital Expenditures</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>
	<b>NET OPERATING INCOME (LOSS)</b>			
	<b>LESS CAPITAL EXPENDITURES</b>	<b>\$ 714,409</b>	<b>\$ 625,020</b>	<b>\$ 480,727</b>

**PROJECTED DATA CHART--ALERE SHELBY-- PROPOSED NEW COUNTIES ONLY**  
**(ALL DATA ON CALENDAR YEAR BASIS)**

Give information for the two (2) years following the completion of this proposal.

The fiscal year begins in January.

		YEAR ONE 59	YEAR TWO 96
	Patients		
A.	Utilization Data		
B.	Revenue from Services to Patients		
1.	Inpatient Services	\$	\$
2.	Outpatient Services		
3.	Emergency Services		
4.	Other Operating Revenue (Specify)	See notes page	
	<b>Gross Operating Revenue</b>	\$ 403,754	\$ 656,955
C.	Deductions for Operating Revenue		
1.	Contractual Adjustments	\$ 264,004	429,565
2.	Provision for Charity Care	4,038	6,570
3.	Provisions for Bad Debt	5,429	8,833
	<b>Total Deductions</b>	\$ 273,471	\$ 444,968
	<b>NET OPERATING REVENUE</b>	\$ 130,283	\$ 211,987
D.	Operating Expenses		
1.	Salaries and Wages	\$ 64,328	131,129
2.	Physicians Salaries and Wages		
3.	Supplies	14,425	22,290
4.	Taxes		
5.	Depreciation		
6.	Rent		
7.	Interest, other than Capital		
8.	Management Fees		
a.	Fees to Affiliates		
b.	Fees to Non-Affiliates		
9.	Other Expenses (Specify)	See notes page	
	Dues, Utilities, Insurance, and Prop Taxes.	2,000	3,000
	<b>Total Operating Expenses</b>	\$ 80,753	\$ 156,419
E.	Other Revenue (Expenses) -- Net (Specify)	\$	\$
	<b>NET OPERATING INCOME (LOSS)</b>	\$ 49,530	\$ 55,568
F.	Capital Expenditures		
1.	Retirement of Principal	\$	\$
2.	Interest		
	<b>Total Capital Expenditures</b>	\$ 0	\$ 0
	<b>NET OPERATING INCOME (LOSS)</b>		
	<b>LESS CAPITAL EXPENDITURES</b>	\$ 49,530	\$ 55,568

**PROJECTED DATA CHART-- ALERE SHELBY--WITH CURRENT AND PROPOSED COUNTIES  
(ALL DATA ON CALENDAR YEAR BASIS)**

Give information for the two (2) years following the completion of this proposal.

The fiscal year begins in January.

		<b>YEAR ONE</b>	<b>YEAR TWO</b>
	Patients	<u>452</u>	<u>489</u>
A.	Utilization Data		
B.	Revenue from Services to Patients		
1.	Inpatient Services	\$ <u>          </u>	\$ <u>          </u>
2.	Outpatient Services	<u>          </u>	<u>          </u>
3.	Emergency Services	<u>          </u>	<u>          </u>
4.	Other Operating Revenue (Specify) <u>See notes page</u>	<u>3,093,163</u>	<u>3,346,364</u>
	<b>Gross Operating Revenue</b>	\$ <u>3,093,163</u>	\$ <u>3,346,364</u>
C.	Deductions for Operating Revenue		
1.	Contractual Adjustments	\$ <u>2,022,535</u>	<u>2,188,097</u>
2.	Provision for Charity Care	<u>30,932</u>	<u>33,464</u>
3.	Provisions for Bad Debt	<u>41,588</u>	<u>44,992</u>
	<b>Total Deductions</b>	\$ <u>2,095,055</u>	\$ <u>2,266,553</u>
	<b>NET OPERATING REVENUE</b>	\$ <u>998,108</u>	\$ <u>1,079,811</u>
D.	Operating Expenses		
1.	Salaries and Wages	\$ <u>312,209</u>	<u>379,010</u>
2.	Physicians Salaries and Wages	<u>          </u>	<u>          </u>
3.	Supplies	<u>110,510</u>	<u>118,376</u>
4.	Taxes	<u>3,894</u>	<u>3,894</u>
5.	Depreciation	<u>3,500</u>	<u>3,500</u>
6.	Rent	<u>16,500</u>	<u>16,500</u>
7.	Interest, other than Capital	<u>          </u>	<u>          </u>
8.	Management Fees		
a.	Fees to Affiliates	<u>          </u>	<u>          </u>
b.	Fees to Non-Affiliates	<u>          </u>	<u>          </u>
9.	Other Expenses (Specify) <u>See notes page</u>	<u>59,129</u>	<u>60,129</u>
	<small>Dues, Utilities, Insurance, and Prop Taxes.</small>		
	<b>Total Operating Expenses</b>	\$ <u>505,742</u>	\$ <u>581,409</u>
E.	Other Revenue (Expenses) -- Net (Specify)	\$ <u>          </u>	\$ <u>          </u>
	<b>NET OPERATING INCOME (LOSS)</b>	\$ <u>492,366</u>	\$ <u>498,402</u>
F.	Capital Expenditures		
1.	Retirement of Principal	\$ <u>0</u>	\$ <u>0</u>
2.	Interest	<u>0</u>	<u>0</u>
	<b>Total Capital Expenditures</b>	\$ <u>0</u>	\$ <u>0</u>
	<b>NET OPERATING INCOME (LOSS)</b>		
	<b>LESS CAPITAL EXPENDITURES</b>	\$ <u>492,366</u>	\$ <u>498,402</u>



**Other Expense Detail**  
ALERE SHELBY

	Historical			Projected (Project)		Projected (Expanded Agency)	
	2012	2013	2014	Yr 1	Yr 2	Yr 1	Yr 2
Courier_Postage Exp	22,202	22,149	17,929	-	-	17,929	17,929
Other	3,816	3,408	3,855	-	-	2,700	2,700
Facilities - R&M	801	605	868	-	-	1,000	1,000
Facilities - Utilities	-	-	-	-	-	-	-
Telephone	5,252	3,535	3,661	-	-	3,000	3,000
Travel	36,766	33,400	41,997	2,000	3,000	32,000	33,000
Misc Sales Expenses	4,837	2,889	3,970	-	-	2,500	2,500
<b>Total Other Exp</b>	<b>73,674</b>	<b>65,986</b>	<b>72,280</b>	<b>2,000</b>	<b>3,000</b>	<b>59,129</b>	<b>60,129</b>

**C(II).5. PLEASE IDENTIFY THE PROJECT'S AVERAGE GROSS CHARGE, AVERAGE DEDUCTION FROM OPERATING REVENUE, AND AVERAGE NET CHARGE.**

<b>Table Thirteen-A : Average Charges, Deductions, and Net Charges Alere/Shelby Agency--Proposed 16 New Counties Only</b>		
	<b>Year One</b>	<b>Year Two</b>
Patients	59	96
Average Gross Charge Per Patient	\$6,843	\$6,843
Average Deduction Per Patient	\$4,635	\$4,635
Average Net Charge (Net Operating Income) Per Patient	\$2,208	\$2,208
Average Net Operating Income Per Patient After Capital Expenditures	\$839	\$579

<b>Table Thirteen-B : Average Charges, Deductions, and Net Charges Alere/Shelby Agency--Current Plus Proposed Counties</b>		
	<b>Year One</b>	<b>Year Two</b>
Patients	452	489
Average Gross Charge Per Patient	\$6,843	\$6,843
Average Deduction Per Patient	\$4,635	\$4,635
Average Net Charge (Net Operating Income) Per Patient	\$2,208	\$2,208
Average Net Operating Income Per Patient After Capital Expenditures	\$1,089	\$1,019

**C(II).6.A. PLEASE PROVIDE THE CURRENT AND PROPOSED CHARGE SCHEDULES FOR THE PROPOSAL. DISCUSS ANY ADJUSTMENT TO CURRENT CHARGES THAT WILL RESULT FROM THE IMPLEMENTATION OF THE PROPOSAL. ADDITIONALLY, DESCRIBE THE ANTICIPATED REVENUE FROM THE PROPOSED PROJECT AND THE IMPACT ON EXISTING PATIENT CHARGES.**

<b>Table Fourteen: Alere/Shelby's Charges Per Patient (Current and Proposed Counties)</b>		
	<b>CY2014</b>	<b>Year Two</b>
Agency Total Unduplicated Patients	406	489
Gross Charges, All Services	\$3,145,035	\$3,346,364
Gross Charges Per Patient	\$7,746	\$6,843

*Source: Alere management; Historic and Projected Cost Charts.*

**C(II).6.B. COMPARE THE PROPOSED CHARGES TO THOSE OF SIMILAR FACILITIES IN THE SERVICE AREA/ADJOINING SERVICE AREAS, OR TO PROPOSED CHARGES OF PROJECTS RECENTLY APPROVED BY THE HSDA. IF APPLICABLE, COMPARE THE PROJECTED CHARGES OF THE PROJECT TO THE CURRENT MEDICARE ALLOWABLE FEE SCHEDULE BY COMMON PROCEDURE TERMINOLOGY (CPT) CODE(S).**

<b>Table Fifteen-A: 2014 Costs &amp; Charges (Gross Revenues) of Selected Agencies in the Service Area All Disciplines (Except Cost/Visit)</b>				
<b>Agency*</b>	<b>Cost Per Visit SNF ONLY</b>	<b>Gross Revenue Per Unduplicated Patient</b>	<b>Gross Revenue Per Visit</b>	<b>Gross Revenue Per Hour</b>
1	\$91	\$3,161	\$174.13	\$103.80
2	\$164	\$2,262	\$137.60	NA
3	\$175	\$2,343	\$159.28	NA
4	\$114	\$5,274	\$166.52	NA
5	\$175	\$4,092	\$165.05	NA
6	\$96	\$4,322	\$163.72	NA
7	\$88	\$4,116	\$159.68	\$65.87
Alere/Shelby Year One	NR	\$6,843	NR	NR

*Source: 2014 Joint Annual Reports; and Alere management.*

**\*Key to Agencies:**

1. Careall Homecare Services, Maury County
2. Magnolia Regional Health Care, Alcorn Co., Mississippi
3. Maury Regional Home Services, Maury County
4. NHC Homecare, Fayette County
5. NHC Homecare, Gibson County
6. NHC Homecare, Maury County
- 6+-
7. Volunteer Home Care, Gibson County

<b>Table Fifteen-B: Alere/Shelby's Average Charges (Gross Revenue) Per Unduplicated Patient (All Counties)</b>		
	<b>CY2014</b>	<b>Year Two</b>
Total Unduplicated Patients	406	489
Gross Charges, All Services	\$3,145,035	\$3,346,364
Total Gross Revenue Per Patient	\$7,746	\$6,843

*Source: Alere management.*

The applicant focuses on patients whose youth makes them ineligible for Medicare, so the Medicare fee schedule is not applicable.

**C(II).7. DISCUSS HOW PROJECTED UTILIZATION RATES WILL BE SUFFICIENT TO MAINTAIN COST-EFFECTIVENESS.**

Because this is a home health service with pre-negotiated reimbursement rates from insurers, and known contractual costs for field personnel and supplies, the expansion proposed in West Tennessee will be cost-effective and will operate with a positive margin from the outset.

**C(II).8. DISCUSS HOW FINANCIAL VIABILITY WILL BE ENSURED WITHIN TWO YEARS; AND DEMONSTRATE THE AVAILABILITY OF SUFFICIENT CASH FLOW UNTIL FINANCIAL VIABILITY IS MAINTAINED.**

This is an existing agency with existing positive cash flow. There will be no delay or interruption in positive cash flow caused by the addition of more patients.

**C(II).9. DISCUSS THE PROJECT'S PARTICIPATION IN STATE AND FEDERAL REVENUE PROGRAMS, INCLUDING A DESCRIPTION OF THE EXTENT TO WHICH MEDICARE, TENNCARE/MEDICAID, AND MEDICALLY INDIGENT PATIENTS WILL BE SERVED BY THE PROJECT. IN ADDITION, REPORT THE ESTIMATED DOLLAR AMOUNT OF REVENUE AND PERCENTAGE OF TOTAL PROJECT REVENUE ANTICIPATED FROM EACH OF TENNCARE, MEDICARE, OR OTHER STATE AND FEDERAL SOURCES FOR THE PROPOSAL'S FIRST YEAR OF OPERATION.**

Table Sixteen on the following page provides comprehensive payor mix projections for the Alere/Shelby agency. It shows data before contractual adjustment for bad debt. The bad debt shown in the Historic and Projected Data Charts can be added back to the net operating revenue in those charts, and the totals will correspond with the net operating revenue shown in Table 16.

Table Sixteen: Alere Shelby County Agency--Current and Projected Payor Mix on Gross Revenues (Billings)										
CY 2014	Medicare (All Types)	%	TennCare / Medicaid	%	Commercial	%	Self Pay	%	Other/Charity	Total (100%)
Patients		0.0%	272	67.0%	130	32.0%	4	1%	0	406
Gross Revenue		0.0%	\$2,107,173.45	67.0%	\$1,006,411.20	32.0%	\$31,450.35	1%	\$0.00	\$3,145,035.00
Net Revenue		0.0%	\$609,926.19	54.8%	\$501,964.80	45.1%	\$1,113.00	0.1%	\$0.00	\$1,113,004.00
Gross Revenue/Patient			\$7,746.96		\$7,741.62		\$7,862.59		#DIV/0!	\$7,746.39
Net Revenue/Patient			\$2,242.38		\$3,861.27		\$278.25		#DIV/0!	\$2,741.39
Year One	Medicare (All Types)	%	TennCare / Medicaid	%	Commercial	%	Self Pay	%	Other/Charity	Total (100%)
Patients		0.0%	303	67.0%	145	32.0%	4	1%	0.0	452
Gross Revenue		0.0%	\$2,072,419.21	67.0%	\$989,812.16	32.0%	\$30,931.63	1%	\$0.00	\$3,093,163.00
Net Revenue		0.0%	\$620,698.51	59.7%	\$417,957.79	40.2%	\$1,039.70	0.1%	\$0.00	\$1,039,696.00
Gross Revenue/Patient			\$6,839.67		\$6,826.29		\$7,732.91		#DIV/0!	\$6,843.28
Net Revenue/Patient			\$2,048.51		\$2,882.47		\$259.92		#DIV/0!	\$2,300.21
Year Two	Medicare (All Types)	%	TennCare / Medicaid	%	Commercial	%	Self Pay	%	Other/Charity	Total (100%)
Patients		0.0%	328	67.0%	156	32.0%	5	1%	0.0	489
Gross Revenue		0.0%	\$2,242,063.88	67.0%	\$1,070,836.48	32.0%	\$33,463.64	1%	\$0.00	\$3,346,364.00
Net Revenue		0.0%	\$671,507.99	59.7%	\$452,171.21	40.2%	\$1,124.80	0.1%	\$0.00	\$1,124,804.00
Gross Revenue/Patient			\$6,835.56		\$6,864.34		\$6,692.73		#DIV/0!	\$6,843.28
Net Revenue/Patient			\$2,047.28		\$2,898.53		\$224.96		#DIV/0!	\$2,300.21

Source: Alere management.

Note: This data is on a calendar year basis. It is not consistent with Alere's 2014 Joint Annual Report for two reasons:

1. The JAR is for the period ending June 30, 2014; this table is for the period ending December 31, 2014.
2. Alere has reported net revenue in its JAR rather than gross revenue because Alere bills only on a net revenue basis, at pre-negotiated "bundled" per diem rates. The table above shows gross revenues applicable before negotiating discounts for billing purposes.

**C(II).10. PROVIDE COPIES OF THE BALANCE SHEET AND INCOME STATEMENT FROM THE MOST RECENT REPORTING PERIOD OF THE INSTITUTION, AND THE MOST RECENT AUDITED FINANCIAL STATEMENTS WITH ACCOMPANYING NOTES, IF APPLICABLE. FOR NEW PROJECTS, PROVIDE FINANCIAL INFORMATION FOR THE CORPORATION, PARTNERSHIP, OR PRINCIPAL PARTIES INVOLVED WITH THE PROJECT. COPIES MUST BE INSERTED AT THE END OF THE APPLICATION, IN THE CORRECT ALPHANUMERIC ORDER AND LABELED AS ATTACHMENT C, ECONOMIC FEASIBILITY--10.**

These are provided as Attachment C, Economic Feasibility--10.

**C(II).11. DESCRIBE ALL ALTERNATIVES TO THIS PROJECT WHICH WERE CONSIDERED AND DISCUSS THE ADVANTAGES AND DISADVANTAGES OF EACH ALTERNATIVE, INCLUDING BUT NOT LIMITED TO:**

**A. A DISCUSSION REGARDING THE AVAILABILITY OF LESS COSTLY, MORE EFFECTIVE, AND/OR MORE EFFICIENT ALTERNATIVE METHODS OF PROVIDING THE BENEFITS INTENDED BY THE PROPOSAL. IF DEVELOPMENT OF SUCH ALTERNATIVES IS NOT PRACTICABLE, THE APPLICANT SHOULD JUSTIFY WHY NOT, INCLUDING REASONS AS TO WHY THEY WERE REJECTED.**

**B. THE APPLICANT SHOULD DOCUMENT THAT CONSIDERATION HAS BEEN GIVEN TO ALTERNATIVES TO NEW CONSTRUCTION, E.G., MODERNIZATION OR SHARING ARRANGEMENTS. IT SHOULD BE DOCUMENTED THAT SUPERIOR ALTERNATIVES HAVE BEEN IMPLEMENTED TO THE MAXIMUM EXTENT PRACTICABLE.**

After the CON process costs are incurred, the only cost to the applicant of implementing the project is a minor expenditure for minor equipment. The entire project cost will not exceed \$79,000, and may cost less if significant opposition is not encountered during CON review.

The applicant decided to pursue this project due to continuous requests from referring physicians to extend their services into a wider geography. The choice of counties was dictated by a long-range plan to expand Alere into a Statewide provider--for greater ease of contracting to serve the TennCare population that comprises the great majority of its patients.

**C(III).1. LIST ALL EXISTING HEALTH CARE PROVIDERS (I.E., HOSPITALS, NURSING HOMES, HOME CARE ORGANIZATIONS, ETC.) MANAGED CARE ORGANIZATIONS, ALLIANCES, AND/OR NETWORKS WITH WHICH THE APPLICANT CURRENTLY HAS OR PLANS TO HAVE CONTRACTUAL AND/OR WORKING RELATIONSHIPS, E.G., TRANSFER AGREEMENTS, CONTRACTUAL AGREEMENTS FOR HEALTH SERVICES.**

Alere does not require transfer agreements because Alere is a service organization rather than a facility. If Alere patients develop a need for hospitalization, their physicians and patients request admission and (if needed) patient transport via ambulance. Alere's most continuous contact is with the three TennCare MCO's who request Alere to provide obstetrical home care to their high-risk enrollees. Alere has negotiated reimbursement contracts with all area MCO's.

**C(III).2. DESCRIBE THE POSITIVE AND/OR NEGATIVE EFFECTS OF THE PROPOSAL ON THE HEALTH CARE SYSTEM. PLEASE BE SURE TO DISCUSS ANY INSTANCES OF DUPLICATION OR COMPETITION ARISING FROM YOUR PROPOSAL, INCLUDING A DESCRIPTION OF THE EFFECT THE PROPOSAL WILL HAVE ON THE UTILIZATION RATES OF EXISTING PROVIDERS IN THE SERVICE AREA OF THE PROJECT.**

Alere believes that this project does not duplicate other agencies' care for this type and age of patient, based on its own familiarity with those agencies, its phone surveys of those agencies, and the apparently minimal services provided to women of childbearing age as documented in the statistical tables discussed in the Need section of this application.

Even if Alere's entry would take all of its patients from other providers, the Alere patient base will be so small (96 patients in Year Two) that there should be no significant adverse impacts on existing providers.

The project will have positive impacts on patient health in these rural counties. Tennessee is still above the national average for premature births. This rural area and those who pay for its maternal and infant health care needs (particularly TennCare) need to reduce this set of health problems. That will require expansion of clinically sophisticated home care support through proven and financially accessible providers such

as Alere. That expansion will create greater awareness and confidence in home care, among referring obstetricians and their patients. The strongest impact of the project will be a positive one that is difficult to quantify--the reduction of costly Emergency Room visits, maternal acute care admissions, NICU admissions of preterm babies, and excessive visits to overcrowded obstetricians' practice offices. These burdensome and expensive events can be significantly reduced by Alere's home care; and it is those patients--rather than other agencies' patient--that Alere's application is targeting.

One alternative to obtaining its own authorization for home care services in these new counties would appear to be for Alere to subcontract its services to existing agencies. If optimal patient outcomes could be assured, Alere would be willing to do that, and has done so in the past in a few areas. But Alere has now ceased to subcontract its services to other home health agencies, because of difficulty with controlling the scope and costs of care in a manner that optimizes good outcomes. This is an area with serious liability risks and Alere is not willing to share control of patient care with another party that is inexperienced in that care. It is not feasible.



**C(III).3. PROVIDE THE CURRENT AND/OR ANTICIPATED STAFFING PATTERN FOR ALL EMPLOYEES PROVIDING PATIENT CARE FOR THE PROJECT. THIS CAN BE REPORTED USING FTE'S FOR THESE POSITIONS. IN ADDITION, PLEASE COMPARE THE CLINICAL STAFF SALARIES IN THE PROPOSAL TO PREVAILING WAGE PATTERNS IN THE SERVICE AREA AS PUBLISHED BY THE TENNESSEE DEPARTMENT OF LABOR & WORKFORCE DEVELOPMENT AND/OR OTHER DOCUMENTED SOURCES.**

Not available. Registered nurses are the only type of employee in this project. The Department of Labor and Workforce Development website no longer provides 2014 or 2015 occupational wage salary survey information for nurses other than licensed practical or vocational nurses.

Please see the following page for Table Eighteen, which shows the project's FTE's and salary ranges.

Table Eighteen: Alere Shelby County Agency Current and Projected Staffing					
Position Type (RN, etc.)	Current 2015	Yr 1 2016	Yr 2 2017	Annual Salary Range 2015	
	FTE's	FTE's	FTE's	Minimum	Maximum
Office Positions, Management and Clinical					
Administrative Assistant	1.00	1.00	1.00	\$27,892.00	\$48,900.00
Home Care Director	1.00	1.00	1.00	\$57,800.00	\$103,700.00
Administrative Assistant (Call Center Support)	0.75	1.00	1.50	\$27,892.00	\$48,900.00
Perinatal Clinicians (Call Center Support)	0.50	1.00	1.50	\$40,810.00	\$72,300.00
Account Executive	1.00	1.00	1.00	\$45,500.00	\$80,100.00
Subtotal, Office FTE's	4.25	5.00	6.00		
Clinical Positions in Field (Direct Patient Care)					
Patient Educators Current 8 (1 is 1.0 FTE)	2.00	3.20	4.40	\$48,505.00	\$86,403.00
2016 15 2017 25					
Subtotal, Field FTE's	2.00	5.20	8.20		
Total, Office and Field FTE's	6.25	10.20	14.20		

Source: Alere Management

**C(III).4. DISCUSS THE AVAILABILITY OF AND ACCESSIBILITY TO HUMAN RESOURCES REQUIRED BY THE PROPOSAL, INCLUDING ADEQUATE PROFESSIONAL STAFF, AS PER THE DEPARTMENT OF HEALTH, THE DEPARTMENT OF MENTAL HEALTH AND DEVELOPMENTAL DISABILITIES, AND/OR THE DIVISION OF MENTAL RETARDATION SERVICES LICENSING REQUIREMENTS.**

Currently Alere/Shelby's pool of direct patient care employees consists of 8 OB RN's whose assigned caseloads will total 2.0 FTE equivalents in CY2015. Some of these OB RN's live in close proximity to one or more of the proposed counties, so Alere can begin service to those counties immediately after CON approval. Another 4.25 FTE equivalents are management and Call Center support personnel.

The addition of all 16 new counties with their estimated 96 additional patients, combined with the continuing cases from Alere/Hamilton's current service area, will cause Alere's direct patient care OB RN employees to increase from 8 to 25 RNs in Year Two. Days of service requested of both current and additional RN's (and the central office and call center support staff) will cumulatively total approximately 14.2 FTE equivalents, as indicated by the staffing data in Table Eighteen. Of that, 4.4 FTE equivalents are cumulative per diems from the pool of qualified OB RN's ("Patient Educators" in the field) who are employed by Alere to perform home care services under Alere protocols and the direction of supervising physicians.

**C(III).5. VERIFY THAT THE APPLICANT HAS REVIEWED AND UNDERSTANDS THE LICENSING CERTIFICATION AS REQUIRED BY THE STATE OF TENNESSEE FOR MEDICAL/CLINICAL STAFF. THESE INCLUDE, WITHOUT LIMITATION, REGULATIONS CONCERNING PHYSICIAN SUPERVISION, CREDENTIALING, ADMISSIONS PRIVILEGES, QUALITY ASSURANCE POLICIES AND PROGRAMS, UTILIZATION REVIEW POLICIES AND PROGRAMS, RECORD KEEPING, AND STAFF EDUCATION.**

The applicant so verifies.

**C(III).6. DISCUSS YOUR HEALTH CARE INSTITUTION'S PARTICIPATION IN THE TRAINING OF STUDENTS IN THE AREAS OF MEDICINE, NURSING, SOCIAL WORK, ETC. (I.E., INTERNSHIPS, RESIDENCIES, ETC.).**

This agency does not participate in the training of health care professionals.

**C(III).7(a). PLEASE VERIFY, AS APPLICABLE, THAT THE APPLICANT HAS REVIEWED AND UNDERSTANDS THE LICENSURE REQUIREMENTS OF THE DEPARTMENT OF HEALTH, THE DEPARTMENT OF MENTAL HEALTH AND DEVELOPMENTAL DISABILITIES, THE DIVISION OF MENTAL RETARDATION SERVICES, AND/OR ANY APPLICABLE MEDICARE REQUIREMENTS.**

The applicant so verifies.

**C(III).7(b). PROVIDE THE NAME OF THE ENTITY FROM WHICH THE APPLICANT HAS RECEIVED OR WILL RECEIVE LICENSURE, CERTIFICATION, AND/OR ACCREDITATION**

**LICENSURE:** Board for Licensure of Healthcare Facilities  
Tennessee Department of Health

**CERTIFICATION:** None required by Medicare or TennCare

**ACCREDITATION:** Joint Commission (System-wide)

**C(III).7(c). IF AN EXISTING INSTITUTION, PLEASE DESCRIBE THE CURRENT STANDING WITH ANY LICENSING, CERTIFYING, OR ACCREDITING AGENCY OR AGENCY.**

The applicant is currently licensed in good standing by the Board for Licensing Health Care Facilities, and fully “system-wide” accredited by the Joint Commission (JC). System-wide accreditation is the JC’s process for efficient accreditation of a large system of agencies by surveys of a random sampling of their sites. This suffices to provide a “system-wide” accreditation of all the providers’ sites. Alere has earned the Joint Commission’s Gold Seal for system-wide excellence.

None of Alere’s Tennessee agencies has been selected as a JC system-wide survey site. Please see the relevant documents in the Attachments for the survey results of JC’s selected sites. The JC accreditation letter is addressed to the Alere office responsible for all Alere accreditation activities.

**C(III).7(d). FOR EXISTING LICENSED PROVIDERS, DOCUMENT THAT ALL DEFICIENCIES (IF ANY) CITED IN THE LAST LICENSURE CERTIFICATION AND INSPECTION HAVE BEEN ADDRESSED THROUGH AN APPROVED PLAN OF CORRECTION. PLEASE INCLUDE A COPY OF THE MOST RECENT LICENSURE/CERTIFICATION INSPECTION WITH AN APPROVED PLAN OF CORRECTION.**

They have been addressed. A copy of the most recent licensure inspection and plan of correction, and/or the most recent accreditation inspection, are provided in Attachment C, Orderly Development--7(C).

**C(III)8. DOCUMENT AND EXPLAIN ANY FINAL ORDERS OR JUDGMENTS ENTERED IN ANY STATE OR COUNTRY BY A LICENSING AGENCY OR COURT AGAINST PROFESSIONAL LICENSES HELD BY THE APPLICANT OR ANY ENTITIES OR PERSONS WITH MORE THAN A 5% OWNERSHIP INTEREST IN THE APPLICANT. SUCH INFORMATION IS TO BE PROVIDED FOR LICENSES REGARDLESS OF WHETHER SUCH LICENSE IS CURRENTLY HELD.**

None.

**C(III)9. IDENTIFY AND EXPLAIN ANY FINAL CIVIL OR CRIMINAL JUDGMENTS FOR FRAUD OR THEFT AGAINST ANY PERSON OR ENTITY WITH MORE THAN A 5% OWNERSHIP INTEREST IN THE PROJECT.**

None.

**C(III)10. IF THE PROPOSAL IS APPROVED, PLEASE DISCUSS WHETHER THE APPLICANT WILL PROVIDE THE THSDA AND/OR THE REVIEWING AGENCY INFORMATION CONCERNING THE NUMBER OF PATIENTS TREATED, THE NUMBER AND TYPE OF PROCEDURES PERFORMED, AND OTHER DATA AS REQUIRED.**

Yes. The applicant will provide the requested data consistent with Federal HIPAA requirements.

## **PROOF OF PUBLICATION**

Attached.

## **DEVELOPMENT SCHEDULE**

**1. PLEASE COMPLETE THE PROJECT COMPLETION FORECAST CHART ON THE NEXT PAGE. IF THE PROJECT WILL BE COMPLETED IN MULTIPLE PHASES, PLEASE IDENTIFY THE ANTICIPATED COMPLETION DATE FOR EACH PHASE.**

The Project Completion Forecast Chart is provided after this page.

**2. IF THE RESPONSE TO THE PRECEDING QUESTION INDICATES THAT THE APPLICANT DOES NOT ANTICIPATE COMPLETING THE PROJECT WITHIN THE PERIOD OF VALIDITY AS DEFINED IN THE PRECEDING PARAGRAPH, PLEASE STATE BELOW ANY REQUEST FOR AN EXTENDED SCHEDULE AND DOCUMENT THE "GOOD CAUSE" FOR SUCH AN EXTENSION.**

Not applicable. The applicant anticipates completing the project within the period of validity.

## PROJECT COMPLETION FORECAST CHART

Enter the Agency projected Initial Decision Date, as published in Rule 68-11-1609(c):

March 23, 2016

Assuming the CON decision becomes the final Agency action on that date, indicate the number of days from the above agency decision date to each phase of the completion forecast.

PHASE	DAYS REQUIRED	Anticipated Date (MONTH /YEAR)
1. Architectural & engineering contract signed		
2. Construction documents approved by TDH		
3. Construction contract signed		
4. Building permit secured		
5. Site preparation completed		
6. Building construction commenced		
7. Construction 40% complete		
8. Construction 80% complete		
9. Construction 100% complete		
10. * Issuance of license	127	8-1-16
11. *Initiation of service	157	9-1-16
12. Final architectural certification of payment	NA	NA
13. Final Project Report Form (HF0055)	187	10-1-16

**\* For projects that do NOT involve construction or renovation: please complete items 10-11 only.**

**Note: If litigation occurs, the completion forecast will be adjusted at the time of the final determination to reflect the actual issue date.**

## INDEX OF ATTACHMENTS

A.4	Ownership--Legal Entity Documentation
A.6	Documentation of Site Control
C, Need--3	Service Area Maps
C, Economic Feasibility--2	Documentation of Availability of Funding
C, Economic Feasibility--10	Financial Statements
C, Orderly Development--7(C)	Licensing & Accreditation Inspections
Miscellaneous Information	<ol style="list-style-type: none"><li>1. Base Table 1 (Existing Agency Utilization)</li><li>2. Base Table 2 (Existing Agency Patient Origin)</li><li>3. Table Seven-C</li><li>4. TennCare Enrollments By County, Sept 2015</li><li>5. U.S. Census Quickfacts, PSA Counties</li></ol>
Support Letters	



**A.4--Ownership**  
**Legal Entity and Organization Chart**

## **Notes on Alere Women's and Children's Health, LLC**

The applicant is Alere Women's and Children's Health, LLC. Its present name is the result of several reorganizations and name changes that are summarized below. The first page of this Attachment is documentation from the Tennessee Secretary of State that it is registered in good standing to do business in Tennessee.

Some years ago, two corporations named Tokos and Healthdyne merged, with Healthdyne being the surviving corporation, which then changed its name to Matria Healthcare, Inc. and then changed it again to Matria Women's and Children's Health, Inc. By special authorization of the IRS, it was allowed to convert into an LLC, Matria Women's and Children's Health, LLC. That LLC changed its name to Alere Women's and Children's Health, LLC, the applicant's current name. From Healthdyne on, this entity has kept the same tax ID number and has been the same legal entity for purposes of a Certificate of Need application.

There are no individuals with membership interests in the applicant LLC. There are no plans to expand its ownership in the future. As stated in the application on page 5 (Executive Summary), Alere Women's and Children's Health, LLC is a wholly owned subsidiary of Alere Health, LLC, which is wholly owned by OptumHealth Care Solutions, Inc., which is ultimately owned by United Health Group, a publicly traded company.

United Health Group is a very large publicly traded company with multiple divisions and services. The only home health care entity it owns directly or indirectly is Alere Women's and Children's Health, LLC. It owns no licensed physical facilities such as hospitals or nursing homes. Alere Women's and Children's Health, LLC has home health agencies licensed in twenty States.

# Board for Licensing Health Care Facilities



State of

Tennessee

License No. 00000000459

## DEPARTMENT OF HEALTH

*This is to certify, that a license is hereby granted by the State Department of Health to*

*ALERE WOMEN'S AND CHILDREN'S HEALTH, LLC to conduct and maintain a*

*Home Care Organization*

ALERE WOMEN'S AND CHILDREN'S HEALTH, LLC

*Located at*

7519 CAPITAL DRIVE, SUITE 2, GERMANTOWN

*County of*

SHELBY

*, Tennessee.*

*This license shall expire* APRIL 30, 2016, *and is subject*

*to the provisions of Chapter 11, Tennessee Code Annotated. This license shall not be assignable or transferable, and shall be subject to revocation at any time by the State Department of Health, for failure to comply with the laws of the State of Tennessee or the rules and regulations of the State Department of Health issued thereunder.*

*In Witness Whereof, we have hereunto set our hand and seal of the State this* 30TH *day of* APRIL, 2015.

SKILLED NURSING  
HOME HEALTH AGENCY

*In the Distinct Category(ies) of:*



By *James J. Davis, MPH*  
DIRECTOR, DIVISION OF HEALTH CARE FACILITIES

By *James J. Davis, MPH*  
COMMISSIONER

# Alere Women's and Children's Health, LLC

Germantown, TN

has been Accredited by



## The Joint Commission


Which has surveyed this organization and found it to meet the requirements for accreditation.

May 23, 2013

Accreditation is customarily valid for up to 36 months.

  
Rebecca J. Patchin, MD  
Chair, Board of Commissioners

Organization ID #436425  
Print/Reprint Date 12/19/13

  
Mark R. Chassin, MD, FACP, MPP, MPH  
President

The Joint Commission is an independent, not-for-profit, national body that oversees the safety and quality of health care and other services provided in accredited organizations. Information about accredited organizations may be provided directly to The Joint Commission at 1-800-994-6610. Information regarding accreditation and the accreditation performance of individual organizations can be obtained through The Joint Commission's web site at [www.jointcommission.org](http://www.jointcommission.org)





July 17, 2013

Mike Cotton  
Chief Executive Officer  
Alere Women's and Children's Health, LLC  
3200 Windy Hill Road, Suite B-100  
Atlanta, GA 30339

Joint Commission ID #: 436425  
Program: Home Care Accreditation  
Accreditation Activity: 60-day Evidence of  
Standards Compliance  
Accreditation Activity Completed: 07/17/2013

Dear Mr. Cotton:

The Joint Commission would like to thank your organization for participating in the accreditation process. This process is designed to help your organization continuously provide safe, high-quality care, treatment, and services by identifying opportunities for improvement in your processes and helping you follow through on and implement these improvements. We encourage you to use the accreditation process as a continuous standards compliance and operational improvement tool.

The Joint Commission is granting your organization an accreditation decision of Accredited for all services surveyed under the applicable manual(s) noted below:

- Comprehensive Accreditation Manual for Home Care

This accreditation cycle is effective beginning May 15, 2013. The Joint Commission reserves the right to shorten or lengthen the duration of the cycle; however, the certificate and cycle are customarily valid for up to 36 months.

Please visit [Quality Check®](#) on The Joint Commission web site for updated information related to your accreditation decision.

We encourage you to share this accreditation decision with your organization's appropriate staff, leadership, and governing body. You may also want to inform the state or regional regulatory services, and the public you serve of your organization's accreditation decision.

Please be assured that The Joint Commission will keep the report confidential, except as required by law. To ensure that The Joint Commission's information about your organization is always accurate and current, our policy requires that you inform us of any changes in the name or ownership of your organization or the health care services you provide.

Sincerely,

Mark G. Pelletier, RN, MS

Chief Operating Officer

Division of Accreditation and Certification Operations



**Tennessee**  
**Secretary**  
**of State**  
Tre Hargett

[BUSINESS SERVICES](#)[CHARITABLE](#)[ELECTIONS](#)[PUBLICATIONS](#)[LIBRARY & ARCHIVES](#)[CONTACT US](#)

Business Services Online > Find and Update a Business Record

## Business Information Search

As of November 16, 2015 we have processed all corporate filings received in our office through November 16, 2015 and all annual reports received in our office through November 15, 2015.

Click on the underlined control number of the entity in the search results list to proceed to the detail page. From the detail page you can verify the entity displayed is correct (review addresses and business details) and select from the available entity actions - file an annual report, obtain a certificate of existence, file an amendment, etc.

Search: 1-1 of 1

Search Name:  ☒ Starts With ☐ Contains

Control #:

Active Entities Only: ☐

Control #	Entity Type	Name	Name Type	Name Status	Entity Filing Date	Entity Status
<u>000500940</u>	LLC	ALERE WOMEN'S AND CHILDREN'S HEALTH, LLC DELAWARE	Entity	Active	08/24/2005	Active

1-1 of 1

Information about individual business entities can be queried, viewed and printed using this search tool for free.

If you want to get an electronic file of all business entities in the database, the full database can be downloaded for a fee by [Clicking Here](#).

[Click Here](#) for information on the Business Services Online Search logic.

Division of Business Services  
312 Rosa L. Parks Avenue, Snodgrass Tower, 6th  
Floor  
Nashville, TN 37243  
615-741-2286

[Email](#) | [Directions](#) | [Hours and Holidays](#) | [Methods of Payment](#)

Business Filings and Information (615) 741-2286 | [TNSQS.CORPINFO@tn.gov](mailto:TNSQS.CORPINFO@tn.gov)

Certified Copies and Certificate of Existence (615) 741-6488 | [TNSQS.CERT@tn.gov](mailto:TNSQS.CERT@tn.gov)

Motor Vehicle Temporary Liens (615) 741-0529 | [TNSQS.MVTL@tn.gov](mailto:TNSQS.MVTL@tn.gov)

Uniform Commercial Code (UCC) (615) 741-3276 | [TNSQS.UCC@tn.gov](mailto:TNSQS.UCC@tn.gov)

Workers' Compensation Exemption Registrations (615) 741-0526 | [TNSQS.WCER@tn.gov](mailto:TNSQS.WCER@tn.gov)

Apostilles & Authentications (615) 741-0536 | [TNSQS.ATS@tn.gov](mailto:TNSQS.ATS@tn.gov)

Summons (615) 741-1799 | [TNSQS.ATS@tn.gov](mailto:TNSQS.ATS@tn.gov)

Trademarks (615) 741-0531 | [TNSQS.ATS@tn.gov](mailto:TNSQS.ATS@tn.gov)

### OUR MISSION

Our mission is to exceed the expectations of our customers, the taxpayers, by operating at the highest levels of accuracy, cost-effectiveness, and accountability in a customer-centered environment.

### CUSTOMER SUPPORT

[Contact Us](#)

[TSLA Visitor Information](#)

### DEPARTMENT INFORMATION

[About the Secretary of State's Office](#)

### DIVISIONS

[Administrative Hearings](#)

[Business Services](#)

[Charitable Solicitations and Gaming](#)

[Elections](#)

[Human Resources and Organizational  
Development](#)

[Library and Archives](#)

### LINKS

[Tennessee General Assembly](#)

[Bureau of Ethics and Campaign Finance](#)

[Tennessee Code Unannotated](#)

[NASS](#)

[State Comptroller](#)

[State Treasurer](#)

# Delaware

PAGE 1

## *The First State*

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "ALERE LLC", CHANGING ITS NAME FROM "ALERE LLC" TO "ALERE HEALTH, LLC", FILED IN THIS OFFICE ON THE THIRTY-FIRST DAY OF DECEMBER, A.D. 2009, AT 10:53 O'CLOCK A.M.


AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF AMENDMENT IS THE THIRTY-FIRST DAY OF DECEMBER, A.D. 2009, AT 11:59 O'CLOCK P.M.

4494675 8100

091154305

You may verify this certificate online  
at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)



  
Jeffrey W. Bullock, Secretary of State  
AUTHENTICATION: 7732754

DATE: 12-31-09

State of Delaware  
Secretary of State  
Division of Corporations  
Delivered 11:08 AM 12/31/2009  
FILED 10:53 AM 12/31/2009  
SRV 091154305 - 4494675 FILE

**CERTIFICATE OF AMENDMENT**  
**OF**  
**CERTIFICATE OF FORMATION**  
**ALERE LLC**

Pursuant to Section 18-202 of the Delaware Limited Liability Company Act, the Certificate of Formation is hereby amended as follows:

1. The name of the limited liability company is Alere LLC (the "Company").
2. The Certificate of Formation of the Company is hereby amended to change the name of the Company to "ALERE HEALTH, LLC."
3. This amendment shall be effective at 11:59 p.m. EST on December 31, 2009.


(SIGNATURE PAGE FOLLOWS)



IN WITNESS WHEREOF, the undersigned executed this Certificate of Amendment to be effective as of the 31<sup>st</sup> day of December, 2009.

ALERE LLC

By:

A handwritten signature in black ink, appearing to be 'K Piernik', written over a horizontal line.

Name: Kenneth Piernik

Title: Assistant Secretary

# Delaware

PAGE 1

*The First State*

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"ARTEMIS MERGER, LLC", A DELAWARE LIMITED LIABILITY COMPANY, WITH AND INTO "MATRIA HEALTHCARE, LLC" UNDER THE NAME OF "ALERE LLC", A LIMITED LIABILITY COMPANY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-THIRD DAY OF DECEMBER, A.D. 2008, AT 9:19 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE THIRTY-FIRST DAY OF DECEMBER, A.D. 2008, AT 11:59 O'CLOCK A.M.



4494675 8100M

081226712

You may verify this certificate online  
at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

*Harriet Smith Windsor*

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 7066443

DATE: 01-07-09

EXHIBIT A  
CERTIFICATE OF INCORPORATION  
OF  
MATRIA HEALTHCARE, INC.

FIRST: The name of this corporation shall be:  
  
Matria Healthcare, Inc.

SECOND: Its registered office in the State of Delaware is to be located at:  
  
1209 Orange Street, City of Wilmington 19801, County of New Castle; and the name of the registered agent of the corporation in the State of Delaware at such address is The Corporation Trust Company.

THIRD: The purpose or purposes of the corporation shall be:  
  
To carry on any and all business and to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

FOURTH: The total number of shares of stock which this corporation is authorized to issue is 1,000 shares of \$.001 par value common stock.

FIFTH: In furtherance and not in limitation of the powers conferred by the laws of the State of Delaware, the Board of Directors is expressly authorized to adopt, amend or repeal the by-laws of the corporation.

SIXTH: Elections of directors need not be by written ballot unless the by-laws of the corporation shall so provide.

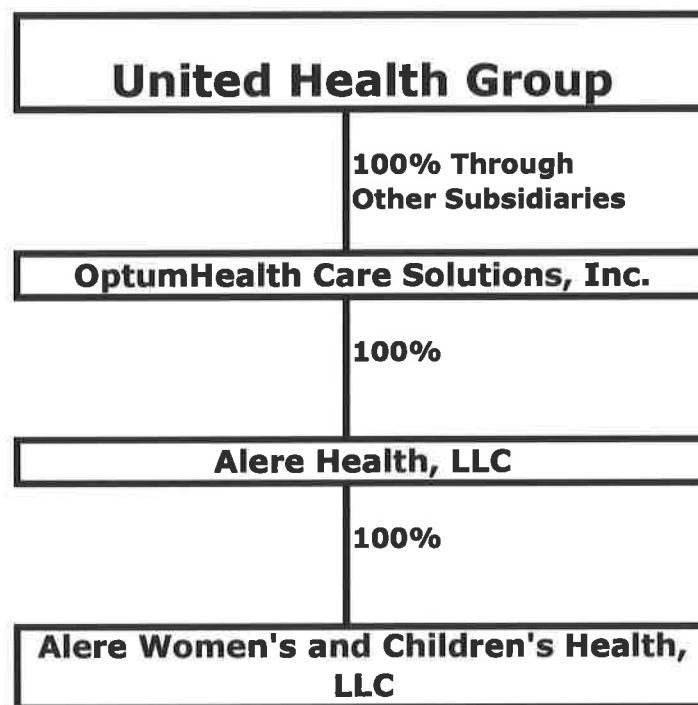
SEVENTH: A director of the corporation shall not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the Delaware General Corporation Law, or (iv) for any transaction from which the director derived any improper personal benefit. If the Delaware General Corporation Law is amended after the effective date of this Certificate of Incorporation to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the corporation shall be eliminated or limited to the fullest extent permitted by the General Corporation Law of the State of Delaware. No amendment, modification or repeal of this Section shall adversely affect the rights and protection

afforded to a director of the corporation under this Section for acts or omissions occurring prior to such amendment, modification or repeal.

EIGHTH: The corporation reserves the right at any time, and from time to time, to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, and to add or insert other provisions authorized by the laws of the State of Delaware at the time in force, in the manner now or hereafter prescribed by law; and all rights, preferences and privileges of whatsoever nature conferred upon stockholders, directors or any other persons whomsoever by and pursuant to this Certificate of Incorporation in its present form or as hereafter amended are granted subject to the rights reserved in this Section.

NINTH: Whenever a compromise or arrangement is proposed between this corporation and its creditors or any class of them and/or between this corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of this corporation or of any creditor or stockholder thereof or on the application of any receiver or receivers appointed for this corporation under the provisions of Section 291 of Title 8 of the Delaware Code or on the application of trustees in dissolution or of any receiver or receivers appointed for this corporation under the provisions of Section 279 of Title 8 of the Delaware Code order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of this corporation as consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of this corporation, as the case may be, and also on this corporation.

[Remainder of Page Intentionally Left Blank]



Alere Women's and Children's Health, LLC Licensed Home Care Agencies in Tennessee	
Home Care Agency	Licensed Counties
<b>SOUTHEAST TENNESSEE</b> Alere Women's and Children's Health, LLC 651 East Fourth Street, Suite 100 Chattanooga, TN 37403 Angela Coffee, RN 423-634-3207	Bledsoe
	Bradley
	Coffee
	Grundy
	Hamilton
	Marion
	McMinn
	Meigs
	Monroe
	Polk
	Rhea
	Sequatchie
	Warren
	(13 counties)
<b>WEST TENNESSEE</b> Alere Women's and Children's Health, LLC 3175 Lenox Park Blvd, Suite 400 Memphis, TN 38115 Elizabeth Summers (901)756-6444	Fayette
	Hardeman
	Haywood
	Lauderdale
	Madison
	Shelby
	(7 counties)
<b>MIDDLE TENNESSEE</b> Alere Women's and Children's Health, LLC 1926 Hayes Street, Suite 111 Nashville, TN 37203 Laura Milner, RN 615-320-3270	Bedford
	Cannon
	Cheatham
	Clay
	Cumberland
	Davidson
	DeKalb
	Dickson
	Fentress
	Franklin
	Giles
	Hickman
	Houston
	Humphreys
	Jackson
	Lawrence
	Lewis
	Lincoln
	Macon
	Marshall
	Maury
	Montgomery
	Moore
	Overton
	Pickett
	Putnam
	Robertson
	Rutherford
	Smith
	Stewart
	Sumner
	Trousdale
	VanBuren
	White
	Williamson
	Wilson
	(36 counties)



## **Norman S. Ryan, M.D.**

706 Laurel Avenue  
Wilmette, Illinois 60091  
(847) 906-4046 (home)  
(312) 620-2096 (office )

Norman.ryan@alere.com [nsryan@sbcglobal.net](mailto:nsryan@sbcglobal.net) norman\_ryan@rush.edu

### **Professional Experience**

#### **Alere Health**

**2013-present                      Senior Vice President, Health Intelligence and Chief Medical Officer,  
Quality Alere Health  
(Subsidiary of Alere, Inc., Waltham, Massachusetts)**

- Raised effectiveness of health intelligence in areas of technical innovation, product development, clinical effectiveness, financial analysis related to performance guarantees and cross-functional team development
- Executive Transition team member for recent divestiture of Alere Health (Alere, Inc. subsidiary) during multiple negotiations, presentations with both financial and strategic potential purchasers
- Performed research and analysis to demonstrate value of Alere Health programs
- Designed, organized and provided analytics support to Alere Health pilot programs enhancing clinical effectiveness
- Participated in and directed development of predictive modeling for vulnerable populations
- Supported clinical direction in diverse clinical programs
- Key point of contact for industry consultants
- Oversaw quality initiatives throughout the organization as an executive function in Alere Health; Chair Quality Improvement Committee
- Supported and participated in research studies for publication
- Participated in strategic alliances related to analytics and reporting
- Participated in industry thought leadership initiatives on population health management effectiveness measurement and reporting (PHA, HERO, other)
- Book of business outcomes analysis

#### **Rush University Medical Center**

**2010 - 2013                      Senior Medical Director, Rush Health (Physician Hospital  
Organization for Rush University Medical Center, Chicago)**

- Practicing Family Physician/Geriatrician
- Rush University Medical Center College of Medicine Faculty
- Awarded Rush Excellence in Clinical Service award 2012 for work on development of Medical Homes at Rush. Inter-professional team achieved 2011 NCQA level III Medical



Home recognition for 7 practices at Rush. Participated in development of 43,000 patient registry, enhancements to Epic EMR to accommodate new data collection models, cross departmental integration for coordination of care, new reporting of results and outcomes, cooperation with multiple professionals to participate in effort as well as application and interaction with NCQA.

- Member Rush University hospital readmission taskforce
- Lead on multiple integrated health system clinical performance committees
- Team development of clinical decision support modules in Epic electronic medical record
- Accountable care organization (ACO) development taskforce
- Member Advisory Board University of Illinois Roybal Center for Health Promotion and Behavior Change

## **2006-2010**

- Assistant Professor Family Medicine
- Practicing Family Physician/Geriatrician
- Instructor Physical Diagnosis
- Supervisor homeless shelter medical clinic
- Member advisory board, State of Illinois Department on Aging long-term care
- Advisor/mentor for award winning team Kellogg School of Business/Northwestern Medical School/Chest Foundation Disparities in Asthma Care case competition
- Member Advisory Board UIC Roybal Center for Health Promotion and Behavior Change
- Member Advisory Board UIC CDC sponsored Worksite Wellness Project

## **United Healthcare**

**2003-2006**

**National Medical Director, Medical Management Programs, United Healthcare Clinical Operations**

Responsible for the clinical development and implementation of United Healthcare (UHC) medical management programs throughout the United States in such areas as onsite nursing and case management. In addition, responsibility for clinical integration of newly-acquired companies and the oversight of clinical programs developed for and purchased by United Healthcare

- Onsite Hospital Assessment Program: To help expedite in-patient care as well as the transitions to outpatient settings, organized project concept, developed and implemented national onsite program for medical personnel in target hospitals. Managed 35% inpatient hospital utilization in the U.S. for United Healthcare in key, highest volume hospitals throughout the country with positive measured pre/post case-mix adjusted results for length of stay and quality
- Spectrum program: Developed low-touch, high-volume telephonic case management program, "Spectrum", in KY and FL test markets. Using only evidenced-based interventions, developed connections between at-risk participants and the medical system to improve measured outcomes in selected disease areas. Focus on congestive heart failure, coronary artery disease, diabetes. Using case-mix, risk-adjusted methodology demonstrated results of total intervention and subgroup performance.
- Vendor oversight - SPECKSS: Developed framework for consistent, required, enterprise-wide evaluation of clinical outreach programs using overview criteria for evaluation at

system level: Total size of target population; modifiable percentage of population; engaged percentage of population; enrolled percentage of population; "key value levers" which if modified predict positive change, improvements in clinical outcomes and costs; and improvement validation through identified data sources/ control groups. For each criteria a set of evidence was required to demonstrate validity of statements.

- Community Acquired Pneumonia multifaceted national project focused on Respiratory syncycial virus infection (RSV) prevention, Community Acquired Pneumonia guideline awareness, influenza and pneumovax immunizations

**2003**

**Divisional Medical Director Medical Expense Management, Clinical Operations North Division. Remained part-time in CMO role, Illinois until June 03. Member President's Leadership Development Program**

- Oversaw development and implementation of all Medical Expense Management activities for the North Division
- Matrixed responsibility for performance management of Medical Directors in the Northern United States for medical expense management activities
- Led project to attenuate hospital utilization trend in UHC. Spearheaded inter-segment project to align efforts and develop cooperation between sister companies, Care Management and Ingenix, with United Healthcare
- Developed hospital utilization targets for each UHC market through negotiation with associated partners in markets, Care Management and Ingenix
- Headed team development of authorization-based hospital utilization early warning reporting tool for management of hospital days (Bellwether report)
- Participated with Ingenix in development of claims-based hospital utilization reporting tool for the market level
- Developed with team the hospital data sharing "HDS" approach and tools.
- Implemented hospital data sharing nationally
- Developed multifaceted national project for community-acquired pneumonia with educational and public sector involvement in addition to the more traditional datasharing activities and best practice dissemination. Managed multiple funding streams in collaboration with Ingenix
- Developed national rapid response project for arthroscopy following New England Journal of Medicine article describing new evidence of best practice in this area.
- Participated in early development of employer data sharing (Lanco-Chicago based company)
- Member President's Leadership Development Program for valuable top talent management employees in United Healthcare

**2001**

**Chief Medical Officer and Vice President, United Healthcare Illinois**  
responsible for medical services in 1 million member health plan in Illinois.

**1999**

**Vice President Health Services, United Healthcare, Illinois**

Medical head of 1,000,000 member mixed-model managed care plan in Illinois during turnaround. Responsibilities for all medical management related activities. Head of Government Sales department. Responsible for medical aspects of turnaround of troubled company with multi-year history of losses in both finances and reputation

- Reduced excess hospital admission rates using both collegial-collaborative methods and

- high technology predictive modeling
- Hired new team of directors, medical directors, project managers
- Upgraded reputation of reputation-challenged company in physician community
- Rebuilt Clinical Advisory Committee to give advice to our company from broad range of sources including academic, group practice, solo practice, organized medicine
- Participated in Illinois State Medical Society including appointment to Council on Economics to stay in tune with needs and viewpoints of medical community which has conflicted relationship with managed care
- Spearheaded with team the cultural change to "Care Coordination" philosophy internally, eliminating utilization management approach
- For first time in company history achieved JCAHO accreditation with exceptionally high scores in local and site surveys. Full three year accreditation .
- Reconfigured quality management team and approach toward "active quality management"
- Headed Medicare network reconfiguration project as Head of Government Sales
- Made university connections for future research, with original proposals now in place
- Continued in medical practice on part-time basis, incorporating medical student and resident education activities
- Presented to CDC national conference on chronic care, participated in review of world literature on exercise in the elderly and continued to shepherd development and expansion of SHAPE, the Senior Health Alliance Promoting Exercise, in Chicago to improve the health of our community

#### **Humana Health Care Plans, Illinois**

**1997- 1999**

#### **Market Medical Director**

Responsible for medical management in approximately 750,000 member health plans in Illinois and northwest Indiana with POS, ASO, HMO, PPO and specialty lines of business. Lead through ongoing challenges to remain largest and first or second most profitable plan in Humana nationally. Managed through sale and divestiture of 220,000 member group medical practice, which had been an integral part of health plan from its inception

**1993-1997**

#### **Medical Director, Network Management**

Medical Director responsible at several levels for approximately 650,000 members in direct contract IPA-model, Point of Service, ASO contracts, PPO, as well as Staff Model and Affiliated Medical Groups of Staff Model. Assisted in expansion of this network from 60,000 in 1993 to 650,000 in 1997

Member of senior management of one of the largest multi-specialty medical group practices in the United States with 220,000 members and 220 employed physicians

Overall responsibility for direction and strategic planning of all Utilization Management activities in both Staff Model and contracted IPA-model managed care plans. Responsible for quality management, relationship management and involvement in strategic planning, network development, credentialing and contracting in the contracted network

## **Rush Health Plans**

**1993**

### **Acting Medical Director**

130,000 member mixed-model Health Plan in Chicago

**1990-1993**

### **Associate Medical Director for Utilization Management**

Overall responsibility for utilization of medical resources for the Rush Anchor HMO. Supervised department of 50 Utilization Management employees in 21 offices in Illinois and Indiana. Effected utilization of resources through consistent and directed cultural change in the medical practice of both employed physicians and network of consultant specialists

- Established and implemented policies which reduced non-Medicare hospital days utilization by 12%, yielding millions in decreased yearly hospital costs
- Supervised team of physicians managing care of patients from branch offices hospitalized at Rush-Presbyterian-St. Luke's Medical Center; improved efficiency of tertiary care and communication with network physicians. (Early "hospitalists")
- Directed development of comprehensive office and specialty-specific consultant directory prioritized by desirability of contract. Implemented use of directory in managing referrals within contracted network
- Authored organ transplant policy
- Originated, edited and published newsletter of clinical activities, incorporating Utilization Management, Quality Management and Pharmacy control data, in order to facilitate information dispersal throughout regional network

**1990**

### **Director of Quality Management Interim Director of Utilization Management**

Conducted case review and risk management activities. Promoted health maintenance protocols and policies in addition to directing Utilization Management department

## **Professional Activities**

### **United Healthcare**

- National Clinical Operations leadership team, United Healthcare, National Medical Director Medical Management Programs
- Key management North Division United Healthcare
- Senior Management, United Healthcare, Illinois
- Chairman, Medical Commission, Illinois Association of Health Plans
- Appointee to Governor's commission on Credentialing for State of Illinois
- Illinois State Medical Society Council on Economics
- Member of SIP13 Advisory Board, researching world literature on exercise in elderly under CDC/NIH grant
- Key participant in and founding member of SHAPE Senior Health Alliance Promoting Exercise Public/private coalition to promote health in Chicago area seniors
- Elected Member of the Institute of Medicine of Chicago, 2001
- Kickoff speaker and founding participant Antibiotic Education Council of Illinois October 2002

- Member of United Healthcare President's Leadership Development Program 2003
- Overall oversight internal and external disease management vendors, including chf, neonatology, diabetes, asthma
- Worked closely with companies developing predictive modeling using artificial intelligence to determine likely persons to fall into high risk medical categories over time (Landacorp)
- Organized north division clinical analytics team

## 1993-1999 **Humana**

- Senior Management, Humana Health Plans, Inc., Chicago Market
- NCQA steering committee for Chicago Market – successful full, three year accreditations twice
- Chair Clinical Quality Committee, Co-Chair Quality Council, Humana
- Chair, Market Utilization Management Committee, Humana Health Plans
- National Policy Committee, Humana, Inc., Corporate Office
- Corporate Technology Assessment Taskforce, Humana Health Plans, Inc.
- Corporate Management Reporting Taskforce, Humana Health Plans, Inc.
- Corporate Chronic Care Case Management Advisory Panel
- Corporate Disease Management Company Assessment and Implementation team/National Steering Committee. Oversight and evaluation of programs for CHF, Diabetes, Neonatology, Rare diseases, Coronary Artery Disease, Asthma, COPD
- Developed and implemented CHF disease management program in Chicago Market. Developed effectiveness comparisons with national programs
- Developed and implemented influenza and pneumonia immunization programs in both multi-specialty group practice and extended contracted physician Market network
- Working with teams, formulated approaches to measurement of surrogate indicators of health status decline: e.g. ER visits, hospital readmissions and developed programs to mitigate these declines
- Developed data and interrelated data trend analyses to monitor engaged populations for under-utilization of medical services.
- Chief Medical Editor Humana Corporate National Provider Newsletters
- National Humana Pharmacy and Therapeutics Committee
- Chairman, Illinois Association of HMOs Medical Commission
- Coordinated and managed 15 physician "hospitalist" program (until June 1998) at nine hospitals involving care of 180,000 patients - thought to be largest in U.S. at the time.
- Part-time clinical practice incorporating medical student and resident teaching
- Seminar with Heero Hacquebord (Dr Deming Partner) on statistical process control

## 1990-1993 **Rush Health Plans**

- Chair Member Services Committee which makes benefits policy decisions
- Chair Medical Advisory Committee which makes new technology policy decisions
- Co-chair of coordination team for joint primary care and subspecialty taskforces at Rush-Presbyterian-St. Luke's Medical Center to develop "critical paths" for management of specific clinical problems
- Professional Advisory Committee, Board of Trustees, Rush-Presbyterian-St. Luke's Health Plans, Inc. Advised the Board of Trustees on professional activities occurring in the Rush Health Plans, particularly those involving Quality Management and Utilization Management.
- Medical Advisory Board, Chartwell Midwest Home Infusion Services--a joint corporation with Tufts, New England Medical Center, Massachusetts General Hospital and Rush-Presbyterian-St. Luke's Medical Center. Provided medical oversight on policies and procedures used in home and clinic infusion services

- Developed onsite physician rounding program at Rush for patients admitted from outlying Anchor offices
- Analyzed and developed activities toward reducing Medicare hospital readmission rates
- Expanded medical communication with publication of Clinical Newsletter to multispecialty group practice
- Early emphasis on "outcomes research" , "clinical approach validity"—precursors of "evidence based medicine
- Part-time clinical practice, Rush Anchor Multi-specialty Medical Group Practice

## 1986-1990      **Rush Health Plans**

- President, Medical Staff, Rush Anchor, 120 physician, multi-specialty group medical practice
- Member Board of Trustees, Rush-Presbyterian St. Luke's Health Plans
- Finance Committee, Rush-Presbyterian St. Luke's Health Plans Board of Trustees
- Corporate Oversight Committee on Credentials, Rush-Presbyterian St. Luke's Health Plans

As Medical Staff President participated in managed care administration as a member of the Executive Committee, attended regular administrative meetings of the line administration and was an active member of the Board of Trustees and committees of the Board

1984-1986      Secretary, Rush Anchor Medical Staff

## **Professional Associations**

American Academy of Family Physicians  
 Illinois Academy of Family Physicians  
 Illinois Academy of Family Physician Foundation Board Member  
 Illinois State Medical Society (Council on Economics)  
 Illinois Association of Health Plans (Chair, Medical Commission)  
 American Geriatrics Society  
 American College of Physician Executives  
 Institute of Medicine of Chicago  
 Chicago Asthma Consortium (Advisor to Board)

## **Certification**

Certified by the American Board of Family Medicine, October 1982, Recertified 2002, Recertified 2009  
 Certificate of Added Qualification in Geriatric Medicine 1988, 1998  
 Licensed Physician, Illinois 1978  
 Licensed Physician, Colorado 1983

## **Post-Graduate Training**

1980-1982	Resident, Rush Presbyterian St. Luke's Medical Center - Christ Hospital Family Practice Program, Chicago, Illinois
1977-1978	Resident, Flexible Program, Illinois Masonic Medical Center, Chicago, Illinois
7/75 to 10/75	Clerkship, State University of New York at Buffalo, New York
8/76 to 3/77	Clerkship, State University of New York at Buffalo, New York

## Medical Practice Experience

1998-present	Rush University Medical Center
1993-1998	Humana Health Care Plans, Evanston office
1982-1993	Rush-Presbyterian-St. Luke's Medical Center, Rush Anchor 120 physician multi-specialty group medical practice
1978-1980	General Practice, DeKalb, Illinois Northern Illinois University Men's Intercollegiate Sports Physician, Northern Illinois University

## Teaching Appointments

1986-Present	Assistant Professor, Rush Medical College, Chicago, Illinois
1982-1986	Instructor, Rush Medical College, Chicago, Illinois
1969-1970	Teaching fellow, Washington University, St. Louis, Missouri

## Education (Medical)

1970-1976	Medizinische Universität Graz, (University of Graz Medical School), Graz, Austria - M.D.
1969-1970	Washington University, St. Louis, Missouri, Graduate work in Developmental Biology
1965-1969	University of Illinois, Champaign, Illinois, Bachelor of Arts, Biology

## Education (Business)

2002-3	Wharton School of Business, University of Pennsylvania, Executive Education Program
1999	Harvard School of Public Health, Executive Education Program Health Care Strategy
1997	Kellogg School of Business, Northwestern University, Executive Education Program
1994	NCQA Quality Improvement Systems Training. Boston, Mass.
1993	Kellogg School of Business, Northwestern University, Executive Education Program
1990-1994	American College of Physician Executives, PIM I, II and III (Medical Management)
1997	Emerging Role of Hospitalists, Goldman/Wachter, University of California San Francisco

## Some Presentations, Publications and Media:

**2010 McGraw Hill Family Medicine Board Review Fourth Edition Editor, Chapter One: Cardiovascular**

**Rush Health 7th Annual Employer Symposium "Health Management Connectivity"** Keynote speaker.  
Rush University Medical Center, Chicago. 2010

### CBS.com--EXPERIMENTAL TREATMENTS

TV appearance: Presented the managed care perspective on decision-making for coverage of experimental treatments. At CBS affiliate Chicago, Illinois, 10 p.m. news

### ABC <http://www.healthsurfing.com/health/2000/02/07/>

TV appearance: "Managing Managed Care : The debate over HMOs" produced by Sandy Krawitz, reported by Lucky Severson, story by Shawn O'Leary - "Health Surfing" July 2, 2000

Chicago Public Radio WBEZ <http://www.wbez.org/frames.asp?HeaderURL=lv12hd.htm&BodyURL=search%5Cquery.asp>

Do insurance companies have a double standard? Eight Forty-Eight's Victoria Lautman talks with Illinois State Representative Mary Flowers and Dr. Norman Ryan, Chairman, Medical Directors Commission for the Illinois Association of Health Plans, about the lack of health insurance coverage for contraceptives August 12, 1999

PBS Fred Friendly Seminars, National Outreach Program, Bill Kurtis, Moderator  
"Who Cares: Chronic Illness in America." Panel discussion, 10/24/01

Centers for Disease Control, Atlanta, 16<sup>th</sup> Annual Chronic Disease Conference, Presentation: "Successful Strategies in the Dissemination and Diffusion of Health Promotion" 2/27/02

Kellogg School of Management, Northwestern University, Evanston, Illinois Seminar: "Managed Care Strategy" 7/30/03

Kellogg School of Management, Northwestern University, Evanston, Illinois Seminar: "Managed Care Strategy" 7/29/04

University of Illinois School of Public Health. Annual Lecture in Long-Term Care policy course: "Managed Medicare Principles" 1998 forward to date

Kellogg School of Business/Chest Foundation Case Competition Award winning team. May 2008  
OpenMic.Health : YouTube type videos about asthma real-life experiences created by young people in community for presentation in health clinic waiting rooms. Using "viral marketing" to spread positive asthma messages through target audiences. Interspersed with public health announcements, community service announcements, select advertising and packaged entertainment

Mentored/Advised team of graduate students from Northwestern Business and Medical Schools in development of sustainable business plan for company with *creative organizational model to provide the informational and behavioral assistance required to substantially increase the identification, education, prevention, and treatment of asthma among underserved populations in Chicago.*





**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

**Form 10-K**

☒ **ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the fiscal year ended December 31, 2014

or

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from \_\_\_\_\_ to \_\_\_\_\_

Commission file number: 1-10864

**UNITEDHEALTH GROUP®**

**UnitedHealth Group Incorporated**  
(Exact name of registrant as specified in its charter)

**Minnesota**  
(State or other jurisdiction of  
incorporation or organization)

**41-1321939**  
(I.R.S. Employer  
Identification No.)

**UnitedHealth Group Center**  
**9900 Bren Road East**  
**Minnetonka, Minnesota**  
(Address of principal executive offices)

**55343**  
(Zip Code)

**(952) 936-1300**  
(Registrant's telephone number, including area code)

**Securities registered pursuant to Section 12(b) of the Act:**

**COMMON STOCK, \$.01 PAR VALUE**  
(Title of each class)

**NEW YORK STOCK EXCHANGE, INC.**  
(Name of each exchange on which registered)

**Securities registered pursuant to Section 12(g) of the Act: NONE**

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☒ No ☐

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes ☐ No ☒

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes ☒ No ☐

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K (§229.405 of this chapter) is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. ☒

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one)

Large accelerated filer ☒  
Non-accelerated filer ☐

Accelerated filer ☐  
Smaller reporting company ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

The aggregate market value of voting stock held by non-affiliates of the registrant as of June 30, 2014 was \$78,282,268,950 (based on the last reported sale price of \$81.75 per share on June 30, 2014, on the New York Stock Exchange), excluding only shares of voting stock held beneficially by directors, executive officers and subsidiaries of the registrant.

As of January 30, 2015, there were 953,695,161 shares of the registrant's Common Stock, \$.01 par value per share, issued and outstanding.

**DOCUMENTS INCORPORATED BY REFERENCE**

The information required by Part III of this report, to the extent not set forth herein, is incorporated by reference from the registrant's definitive proxy statement relating to its 2015 Annual Meeting of Stockholders. Such proxy statement will be filed with the Securities and Exchange Commission within 120 days after the end of the fiscal year to which this report relates.

## PART I

### ITEM 1. BUSINESS

#### INTRODUCTION

##### Overview

UnitedHealth Group is a diversified health and well-being company dedicated to helping people live healthier lives and making the health system work better for everyone. The terms “we,” “our,” “us,” “its,” “UnitedHealth Group,” or the “Company” used in this report refer to UnitedHealth Group Incorporated and its subsidiaries.

Through our diversified family of businesses, we leverage core competencies in advanced, enabling technology; health care data, information and intelligence; and clinical care management and coordination to help meet the demands of the health system. These core competencies are deployed within our two distinct, but strategically aligned, business platforms: health benefits operating under UnitedHealthcare and health services operating under Optum.

UnitedHealthcare provides health care benefits to an array of customers and markets. UnitedHealthcare Employer & Individual serves employers ranging from sole proprietorships to large, multi-site and national employers, public sector employers, students and other individuals and serves the nation’s active and retired military and their families through the TRICARE program. UnitedHealthcare Medicare & Retirement delivers health and well-being benefits for Medicare beneficiaries and retirees. UnitedHealthcare Community & State manages health care benefit programs on behalf of state Medicaid and community programs and their participants. UnitedHealthcare Global (formerly UnitedHealthcare International) includes Amil, a health care company providing health and dental benefits and hospital and clinical services to individuals in Brazil, and other diversified global health businesses.

Optum is a health services business serving the broad health care marketplace, including payers, care providers, employers, governments, life sciences companies and consumers, through its OptumHealth, OptumInsight and OptumRx businesses. These businesses have dedicated units that help improve overall health system performance through optimizing care quality, reducing costs and improving consumer experience and care provider performance across eight business markets: local care delivery, care management, consumer engagement, distribution services, health financial services, operational services and support, health care information technology and pharmacy services.

Through UnitedHealthcare and Optum, in 2014, we managed over \$165 billion in aggregate health care spending on behalf of the customers and consumers we serve. Our revenues are derived from premiums on risk-based products; fees from management, administrative, technology and consulting services; sales of a wide variety of products and services related to the broad health and well-being industry; and investment and other income. Our two business platforms have four reportable segments:

- UnitedHealthcare, which includes UnitedHealthcare Employer & Individual, UnitedHealthcare Medicare & Retirement, UnitedHealthcare Community & State and UnitedHealthcare Global;
- OptumHealth;
- OptumInsight; and
- OptumRx.

For our financial results and the presentation of certain other financial information by segment, including revenues and long-lived fixed assets by geographic source, see Note 13 of Notes to the Consolidated Financial Statements included in Part II, Item 8, “Financial Statements.”

## **UnitedHealthcare**

UnitedHealthcare's market position is built on:

- national scale;
- strong local market relationships;
- the breadth of product offerings, which are responsive to many distinct market segments in health care;
- service and advanced technology;
- competitive medical and operating cost positions;
- effective clinical engagement;
- extensive expertise in distinct market segments; and
- innovation for customers and consumers.

UnitedHealthcare utilizes the expertise of UnitedHealth Group affiliates for capabilities in specialized areas, such as OptumRx pharmacy benefit products and services, certain OptumHealth care management and local care delivery services and OptumInsight health information and technology solutions, consulting and other services.

In the United States, UnitedHealthcare arranges for discounted access to care through networks that include a total of over 850,000 physicians and other health care professionals and approximately 6,100 hospitals and other facilities.

UnitedHealthcare is subject to extensive government regulation. See further discussion of our regulatory environment below under "Government Regulation" and in Part II, Item 7, "Management Discussion and Analysis of Financial Condition and Results of Operations."

### ***UnitedHealthcare Employer & Individual***

UnitedHealthcare Employer & Individual offers an array of consumer-oriented health benefit plans and services for large national employers, public sector employers, mid-sized employers, small businesses, individuals and military service members in the TRICARE west region. UnitedHealthcare Employer & Individual provides nearly 29 million Americans access to health care as of December 31, 2014. Large employer groups typically use self-funded arrangements where UnitedHealthcare Employer & Individual earns a service fee. Smaller employer groups and individuals are more likely to purchase risk-based products because they are less willing or unable to bear a greater potential liability for health care expenditures.

Through its risk-based product offerings, UnitedHealthcare Employer & Individual assumes the risk of both medical and administrative costs for its customers in return for a monthly premium, which is typically a fixed rate per individual served for a one-year period. When providing administrative and other management services to customers that elect to self-fund the health care costs of their employees and employees' dependents, UnitedHealthcare Employer & Individual receives a fixed monthly service fee per individual served. These customers retain the risk of financing medical benefits for their employees and employees' dependents, while UnitedHealthcare Employer & Individual provides services such as coordination and facilitation of medical and related services to customers, consumers and health care professionals, administration of transaction processing and access to a contracted network of physicians, hospitals and other health care professionals, including dental and vision.

UnitedHealthcare Employer & Individual also offers a variety of insurance options for purchase by individuals, including students, which are designed to meet the health coverage needs of these consumers and their families. The consolidated purchasing capacity represented by the individuals UnitedHealth Group serves makes it possible for UnitedHealthcare Employer & Individual to contract for cost-effective access to a large number of conveniently located care professionals and facilities.

UnitedHealthcare Employer & Individual typically distributes its products through consultants or direct sales in the larger employer and public sector segments. In the smaller group segment of the commercial marketplace, UnitedHealthcare Employer & Individual's distribution system consists primarily of direct sales and sales through collaboration with brokers and agents. UnitedHealthcare Employer & Individual also distributes products through wholesale agents or agencies that contract with health insurance carriers to distribute individual or group benefits and provide other related services to their customers.

In recent years, UnitedHealthcare Employer & Individual has diversified its model more extensively, distributing through professional employer organizations, associations, private equity relationships and, increasingly, through both multi-carrier and its own proprietary private exchange marketplaces. In 2014, UnitedHealthcare Employer & Individual launched UnitedHealthcare Marketplace, a new shopping platform for employers seeking to offer their employees flexibility and a choice of UnitedHealthcare plans. UnitedHealthcare Employer & Individual is also participating in select multi-plan exchanges that they believe are structured to encourage consumer choice. Direct-to-consumer sales are also supported by participation in multi-carrier health insurance marketplaces for individuals and small groups through exchanges. In 2014, UnitedHealthcare Employer & Individual participated in 13 state public health care exchanges, including four individual and nine small group exchanges. In 2015, we are participating in 23 individual and 12 small group state public exchanges.

UnitedHealthcare Employer & Individual's diverse product portfolio offers a continuum of benefit designs, price points and approaches to consumer engagement, which provide the flexibility to meet the needs of employers of all sizes, as well as individuals shopping for health benefits coverage. UnitedHealthcare Employer & Individual has seen increased demand for consumer driven health plans and new network approaches with lower costs, as well as more convenient care options for consumers. UnitedHealthcare Employer & Individual emphasizes local markets and leverages its national scale to adapt products to meet specific local market needs.

UnitedHealthcare Employer & Individual offers its products through affiliates that are licensed as insurance companies, health maintenance organizations (HMOs), or third-party administrators (TPAs). The market for health benefit products is shifting, with benefit and network offerings shaped, at least in part, by the requirements and effects of the Patient Protection and Affordable Care Act and a reconciliation measure, the Health Care and Education Reconciliation Act of 2010 (together, Health Reform Legislation), employer focus on quality and employee engagement, and the urgent need to align the system around value.

UnitedHealthcare Employer & Individual's major product families include:

*Traditional Products.* Traditional products include a full range of medical benefits and network options from managed plans, such as Choice and Options PPO, to more traditional indemnity products. The plans offer a full spectrum of covered services, including preventive care, direct access to specialists and catastrophic protection.

*Consumer Engagement Products and Tools.* Consumer engagement products couple plan design with financial accounts to increase individuals' responsibility for their health and well-being. This suite of products includes high-deductible consumer-driven benefit plans, which include health reimbursement accounts (HRAs), health savings accounts (HSAs) and consumer engagement services such as personalized behavioral incentive programs and consumer education. During 2014, more than 32,000 employer-sponsored benefit plans, including more than 300 employers in the large group self-funded market, purchased HRA or HSA products from us. UnitedHealthcare Employer & Individual's consumer engagement tools support members with access to benefit, cost and quality information through online and mobile applications, such as Advocate4Me, myHealthcare Cost Estimator and Health4Me. Using innovative tools and technology, UnitedHealthcare and Optum's applications are helping people address a broad range of health related issues, including benefits and claims questions, finding the right doctor, proactive support for appointments and issue resolution, health education, clinical program enrollment and treatment decision support.

*Value Based Products.* UnitedHealthcare Employer & Individual's suite of consumer incentive products increases individual awareness of personal health and care quality and cost for heightened consumer responsibility and behavior change. These products include: Small Business Wellness, which is a packaged

wellness and incentives product that offers gym reimbursement and encourages completion of important wellness activities. For mid-sized clients, SimplyEngaged is a scalable activity-based reward program that ties incentives to completion of health improvement activities, while SimplyEngaged Plus provides richer incentives for achieving health goals. For large, self-funded customers, the UnitedHealthcare Healthy Rewards program offers a flexible incentive design to help employers choose the right activities and include appropriate biometric outcomes that best fit the needs of their employee population. UnitedHealth Personal Rewards leverages a tailored approach to incentives by combining personalized scorecards with financial incentives for improving biometric scores, compliance with key health treatments and preventive care.

*Essential Benefits Products.* UnitedHealthcare Employer & Individual's portfolio of lower cost products provides value to consumers through innovative plan designs and unique network programs like UnitedHealth Premium®, which guide people to physicians recognized for providing high-quality, cost-efficient care to their patients. This approach to essential benefits is designed to deliver sustainable health care costs for employers, enabling them to continue to offer their employees coverage at more affordable prices. For example, UnitedHealthcare Employer & Individual's tiered benefit plans offer enhanced benefits in the form of greater coinsurance coverage and/or lower copays for people using UnitedHealth Premium® designated care providers.

*Clinical and Pharmacy Products.* UnitedHealthcare Employer & Individual offers a comprehensive suite of clinical and pharmacy benefits management programs, which complement its service offerings by improving quality of care, engaging members and providing cost-saving options. All UnitedHealthcare Employer & Individual members are provided access to clinical products that help them make better health care decisions and better use of their medical benefits, improving health and decreasing medical expenses.

Each medical plan has a core set of clinical programs embedded in the offering, with additional services available depending on funding type (fully insured or self-funded), line of business (e.g., small business, key accounts, public sector, national accounts and individuals), and clinical need. UnitedHealthcare Employer & Individual's clinical programs include:

- wellness programs;
- decision support;
- utilization management;
- case and disease management;
- complex condition management;
- on-site programs, including Know Your Numbers (biometrics) and flu shots;
- incentives to reinforce positive behavior change;
- mental health/substance use disorder management; and
- employee assistance programs.

UnitedHealthcare Employer & Individual's comprehensive and integrated pharmaceutical management services promote lower costs by using formulary programs to produce better unit costs, encouraging consumers to use drugs that offer improved value and outcomes, and supporting the appropriate use of drugs based on clinical evidence through physician and consumer education programs.

*Specialty Offerings.* UnitedHealthcare Employer & Individual also delivers dental, vision, life, and disability product offerings through an integrated approach including a network of more than 58,000 vision professionals in private and retail settings, and nearly 75,000 dental offices.

*UnitedHealthcare Military & Veterans.* UnitedHealthcare Military & Veterans is the provider of health care services for nearly 3 million active duty and retired military service members and their families in 21 states

(West Region) under the Department of Defense's (DoD) TRICARE Managed Care Support contract. The contract began on April 1, 2013, and includes a transition period and five one-year renewals at the government's option.

UnitedHealthcare Military & Veterans' responsibility as a contractor is to augment the military's direct care system by providing managed care support services, provider networks, medical management, claims/enrollment administration and customer service.

### ***UnitedHealthcare Medicare & Retirement***

UnitedHealthcare Medicare & Retirement provides health and well-being services to individuals age 50 and older, addressing their unique needs for preventive and acute health care services, as well as services dealing with chronic disease and other specialized issues common among older individuals. UnitedHealthcare Medicare & Retirement is fully dedicated to serving this growing senior market segment, providing products and services in all 50 states, the District of Columbia and most U.S. territories. It has distinct pricing, underwriting, clinical program management and marketing capabilities dedicated to health products and services in this market.

UnitedHealthcare Medicare & Retirement offers a spectrum of risk-based Medicare products that may be purchased by individuals or on a group basis, including Medicare Advantage plans, Medicare Prescription Drug Benefit (Medicare Part D) and Medicare Supplement products that extend and enhance traditional fee-for-service coverage. UnitedHealthcare Medicare & Retirement services include care management and clinical management programs, a nurse health line service, 24-hour access to health care information, access to discounted health services from a network of care providers and administrative services.

Premium revenues from the Centers for Medicare & Medicaid Services (CMS) represented 29% of UnitedHealth Group's total consolidated revenues for the year ended December 31, 2014, most of which were generated by UnitedHealthcare Medicare & Retirement.

UnitedHealthcare Medicare & Retirement has extensive distribution capabilities and experience, including direct marketing to consumers on behalf of its key clients: AARP, the nation's largest membership organization dedicated to the needs of people age 50 and over, and state and U.S. government agencies. Products are also offered through employer groups and agent channels.

UnitedHealthcare Medicare & Retirement's major product categories include:

***Medicare Advantage.*** UnitedHealthcare Medicare & Retirement provides health care coverage for seniors and other eligible Medicare beneficiaries primarily through the Medicare Advantage program administered by CMS, including Medicare Advantage HMO plans, preferred provider organization (PPO) plans, Point-of-Service plans, Private-Fee-for-Service plans and Special Needs Plans (SNPs). Under the Medicare Advantage program, UnitedHealthcare Medicare & Retirement provides health insurance coverage in exchange for a fixed monthly premium per member from CMS and in some cases consumer premiums. Premium amounts received from CMS vary based on the geographic areas in which members reside; demographic factors such as age, gender, and institutionalized status; and the health status of the individual. UnitedHealthcare Medicare & Retirement had approximately 3 million people enrolled in its Medicare Advantage products as of December 31, 2014.

Medicare Advantage plans are designed to compete at the local level, taking into account member and care provider preferences, competitor offerings, our historical financial results, our quality and cost initiatives and the long-term payment rate outlook for each geographic area. Starting in 2012, and phased in through 2017, the Medicare Advantage rate structure and quality rating bonuses are changing significantly. See Part II, Item 7, "Management's Discussion and Analysis of Financial Condition and Results of Operations" for further information.

UnitedHealthcare Medicare & Retirement offers innovative care management, disease management and other clinical programs, integrating federal, state and personal funding through its continuum of Medicare Advantage



products. For high-risk patients in certain care settings and programs, UnitedHealthcare Medicare & Retirement uses proprietary, automated medical record software that enables clinical care teams to capture and track patient data and clinical encounters, creating a comprehensive set of care information that bridges across home, hospital and nursing home care settings. Proprietary predictive modeling tools help identify members at high risk and allow care managers to reach out to those members and create individualized care plans that help them obtain the right care, in the right place, at the right time.

*Medicare Part D.* UnitedHealthcare Medicare & Retirement provides Medicare Part D benefits to beneficiaries throughout the United States and its territories through its Medicare Advantage and stand-alone Medicare Part D plans. UnitedHealthcare Medicare & Retirement offers two stand-alone Medicare Part D plans: the AARP MedicareRx Preferred and the AARP MedicareRx Saver Plus plans. The stand-alone Medicare Part D plans address a large spectrum of beneficiaries' needs and preferences for their prescription drug coverage, including low cost prescription options. Each of the plans includes the majority of the drugs covered by Medicare and provides varying levels of coverage to meet the diverse needs of Medicare beneficiaries. As of December 31, 2014, UnitedHealthcare enrolled approximately 8 million people in the Medicare Part D programs, including more than 5 million individuals in the stand-alone Medicare Part D plans and approximately 3 million in Medicare Advantage plans incorporating Medicare Part D coverage.

*Medicare Supplement.* UnitedHealthcare Medicare & Retirement is currently serving more than 4 million seniors through various Medicare Supplement products in association with AARP. UnitedHealthcare Medicare & Retirement offers plans in all 50 states, the District of Columbia, and most U.S. territories. UnitedHealthcare Medicare & Retirement offers a full range of supplemental products at diverse price points. These products cover the various levels of coinsurance and deductible gaps that seniors are exposed to in the traditional Medicare program.

#### *UnitedHealthcare Community & State*

UnitedHealthcare Community & State is dedicated to serving state programs that care for the economically disadvantaged, the medically underserved and those without the benefit of employer-funded health care coverage, in exchange for a monthly premium per member from the state program. In some cases, these premiums are subject to experience or risk adjustments. UnitedHealthcare Community & State's primary customers oversee Medicaid plans, Children's Health Insurance Programs (CHIP), SNPs, integrated Medicare-Medicaid plans (MMP) and other federal, state and community health care programs. As of December 31, 2014, UnitedHealthcare Community & State participated in programs in 24 states and the District of Columbia, and served more than 5 million beneficiaries. Health Reform Legislation provided for optional Medicaid expansion effective January 1, 2014. For 2015, 13 of our state customers have elected to expand Medicaid, an increase of one state since 2014. For further discussion of the Medicaid expansion under Health Reform Legislation, see Part II, Item 7, "Management Discussion and Analysis of Financial Condition and Results of Operations."

States using managed care services for Medicaid beneficiaries select health plans by using a formal bid process or by awarding individual contracts. A number of factors are considered by UnitedHealthcare Community & State when choosing programs for participation including the state's commitment and consistency of support for its Medicaid managed care program in terms of service, innovation and funding; the eligible population base, both immediate and long term; and the structure of the projected program. UnitedHealthcare Community & State works with its state customers to advocate for actuarially sound rates that are commensurate with medical cost trends.

The primary categories of eligibility for the programs served by UnitedHealthcare Community & State and our participation are:

- Temporary Assistance to Needy Families, primarily women and children – 21 markets;
- CHIP – 21 markets;



- Aged, Blind and Disabled (ABD) – 16 markets;
- SNP – 14 markets;
- Medicaid Expansion – 13 markets;
- Long-Term Services and Supports (LTSS) – 12 markets;
- other programs (e.g., developmentally disabled, rehabilitative services) – 6 markets
- childless adults programs for the uninsured – 4 markets; and
- MMP – 1 market.

These health plans and care programs offered are designed to address the complex needs of the populations they serve, including the chronically ill, those with disabilities and people with a higher risk of medical, behavioral and social conditions. UnitedHealthcare Community & State administers benefits for the unique needs of children, pregnant women, adults, seniors and those who are institutionalized or are nursing home eligible. They often live in areas that are medically underserved and are less likely to have a consistent relationship with the medical community or a care provider. These individuals also tend to face significant social and economic challenges.

UnitedHealthcare Community & State leverages the national capabilities of UnitedHealth Group locally, supporting effective care management, strong regulatory partnerships, greater administrative efficiency, improved clinical outcomes and the ability to adapt to a changing national and local market environment. UnitedHealthcare Community & State coordinates resources among family, physicians, other health care providers, and government and community-based agencies and organizations to facilitate continuous and effective care.

The LTSS market represents only 6% of the total Medicaid population, yet accounts for more than 30% of total Medicaid expenditures. The LTSS population is made up of over 4 million individuals who qualify for additional benefits under LTSS programs who represent a subset of the more than 16 million ABD Americans. Currently, only one-quarter of the ABD population and approximately 20% of the LTSS eligible population are served by managed care programs. States are increasingly looking for solutions to not only help control costs, but to improve quality for the complex medical challenges faced by this population and are moving with greater speed to managed care programs.

There are more than 9 million individuals eligible for both Medicare and Medicaid. This group has historically been referred to as dually eligible or MMP. MMP beneficiaries typically have complex conditions with costs of care that are far higher than typical Medicare or Medicaid beneficiaries. While these individuals' health needs are more complex and more costly, they have been historically served in unmanaged environments. This market provides UnitedHealthcare an opportunity to integrate Medicare and Medicaid funding and improve people's health status through close coordination of care.

Total annual expenditures for MMPs are estimated at more than \$390 billion, or approximately 13% of the total health care costs in the United States. As of December 31, 2014, UnitedHealthcare served more than 315,000 people with complex conditions similar to those in an MMP population in legacy programs through Medicare Advantage dual SNPs. As of December 31, 2014, UnitedHealthcare Community & State had been awarded new MMP business taking effect in 2015 in Ohio and Texas.

### ***UnitedHealthcare Global***

UnitedHealthcare Global participates in international markets through national "in country" and cross-border strategic approaches. UnitedHealthcare Global's cross-border health care business provides comprehensive health benefits, care management and care delivery for multinational employers, governments and individuals

around the world. UnitedHealthcare Global's goal is to create business solutions that are based on local infrastructure, culture and needs, and that blend local expertise with experiences from the U.S. health care industry. As of December 31, 2014, UnitedHealthcare Global provided medical benefits to more than 4 million people, principally in Brazil, but also residing in more than 125 other countries.

*Amil.* Amil provides health and dental benefits to nearly 7 million people. Amil operates more than 30 acute hospitals and approximately 50 specialty, primary care and emergency services clinics across Brazil, principally for the benefit of its members. Amil's patients are also treated in its contracted provider network of nearly 27,000 physicians and other health care professionals, approximately 2,100 hospitals and more than 7,600 laboratories and diagnostic imaging centers. Amil offers a diversified product portfolio with a wide range of product offerings, benefit designs, price points and value, including indemnity products. Amil's products include various administrative services such as network access and administration, care management and personal health services and claims processing.

*Other Operations.* UnitedHealthcare Global includes other diversified global health services operations with a variety of offerings for international customers, including:

- network access and care coordination in the United States and overseas;
- TPA products and services for health plans and TPAs;
- brokerage services;
- practice management services for care providers;
- government and corporate consulting services for improving quality and efficiency; and
- global expatriate insurance solutions.

## **Optum**

Optum is a health services business serving the broad health care marketplace, including:

- Those who need care: the consumers who need the right support, information, resources and products to achieve their health goals.
- Those who provide care: pharmacies, physicians' practices, hospitals and clinical facilities seeking to modernize the health system and support the best possible patient care and experience.
- Those who pay for care: insurers, employers and government agencies devoted to ensuring the populations they sponsor receive high-quality care, administered and delivered efficiently.
- Those who innovate for care: life sciences and research focused organizations dedicated to developing more effective approaches to care, enabling technologies and medicines that improve care delivery and health outcomes.

Using advanced data analytics and technology, Optum helps improve overall health system performance by optimizing care quality, reducing costs and improving the consumer experience and care provider performance. Optum is organized in three reportable segments:

- OptumHealth focuses on care delivery, care management, consumer engagement, distribution and health financial services;
- OptumInsight delivers operational services and support and health information technology services; and
- OptumRx specializes in pharmacy services.

## OptumHealth

OptumHealth is a diversified health and wellness business serving the physical, emotional and financial needs of more than 63 million unique individuals. OptumHealth enables population health management through programs offered by employers, payers, government entities and, increasingly, directly with the care delivery system. OptumHealth products and services deliver value by improving quality and patient satisfaction while lowering cost. OptumHealth works to optimize the care delivery system through the creation of high-performing networks and centers of excellence across the care continuum, by working directly with physicians to advance population health management and by focusing on caring for the most medically complex patients.

OptumHealth offers its products on a risk basis, where it assumes responsibility for health care costs in exchange for a monthly premium per individual served, and on an administrative fee basis, under which it manages or administers delivery of the products or services in exchange for a fixed fee per individual served. For its financial services offerings, OptumHealth charges fees and earns investment income on managed funds.

OptumHealth sells its products primarily through its direct sales force, strategic collaborations and external producers in three markets: employers (which includes the sub-markets of large, mid-sized and small employers), payers (which includes the sub-markets of health plans, TPAs, underwriter/stop-loss carriers and individual market intermediaries) and government entities (which includes states, CMS, DoD, the Veterans Administration and other federal procurement agencies). As provider reimbursement models evolve, care providers are emerging as a fourth market for the health management, financial services and local care delivery businesses.

OptumHealth is organized into two major operating groups: Collaborative Care and Consumer Solutions Group (CSG).

*Collaborative Care.* Collaborative Care's major product offerings include local care delivery, complex population management and mobile care delivery.

- **Local Care Delivery.** Local care delivery serves patients through a collaborative network of care providers aligned around total population health management and outcomes-based reimbursement. Within its local care delivery systems, OptumHealth works directly with medical groups and Independent Practice Associations to deploy a core set of technology, risk management, analytical and clinical capabilities and tools to assist physicians in delivering high-quality care across the populations they serve. OptumHealth is directly affiliated with clinics and physicians who provided care to more than 2 million patients in 2014.
- **Complex Population Management.** Complex population management services focus on improving care for patients with very challenging medical conditions by providing the optimal care in the most appropriate setting. Complex population management is focused on building and executing integrated solutions for payers, governmental agencies, accountable care organizations and provider groups for the highest cost patient segment of the health care system with focus on optimizing patient outcomes, quality and cost effectiveness. In addition, complex population management provides hospice services in 17 markets in the United States.
- **Mobile Care Delivery.** OptumHealth's mobile care delivery business provides occupational health, medical and dental readiness services, treatments and immunization programs. These solutions serve a number of government and commercial clients including the U.S. military.

*CSG.* CSG includes population health management services, specialty networks, distribution and financial services products.

- **Population Health Management Services:** OptumHealth serves nearly 38 million people through population health management services, including care management, complex conditions (e.g., cancer, neonatal and maternity), health and wellness and advocacy decision support solutions.

- **Specialty Networks.** Within specialty networks, OptumHealth serves more than 57 million people by offering them access to proprietary networks of provider specialists in the areas of behavioral health management (e.g., mental health, substance abuse), chiropractic, physical therapy, transplant, infertility, kidney and end stage renal disease.
- **Distribution:** This business provides health exchange capabilities to help payers, market aggregators and employers meet the needs of the consumers they serve. OptumHealth provides call center support, multi-modal communications software, data analysis and trained nurses that help clients acquire, retain and service large populations of health care consumers.
- **Financial Services:** This business serves the health financial needs of individuals, employers, health care professionals and payers. OptumHealth is a leading provider of consumer health care accounts. OptumHealth also offers electronic payment solutions to manage compliance and improve the administrative efficiency of electronic claim payments. As of December 31, 2014, Financial Services and its wholly owned subsidiary, Optum Bank, had \$2.8 billion in customer assets under management and during 2014 processed \$85 billion in medical payments to physicians and other health care providers.

### **OptumInsight**

OptumInsight provides technology, operational and consulting services to participants in the health care industry. Hospital systems, physician practices, commercial health plans, government agencies, life sciences companies and other organizations that constitute the health care system use OptumInsight to help them reduce costs, meet compliance mandates, improve clinical performance, achieve efficiency and modernize their core operating systems to meet the changing needs of the health system landscape.

Many of OptumInsight's software and information products, advisory consulting arrangements and outsourcing contracts are delivered over an extended period, often several years. OptumInsight maintains an order backlog to track unearned revenues under these long-term arrangements. The backlog consists of estimated revenue from signed contracts, other legally binding agreements and anticipated contract renewals based on historical experience that either have not started but are anticipated to begin in the near future, or are in process and have not been completed. OptumInsight's aggregate backlog at December 31, 2014, was \$8.6 billion, of which \$4.8 billion is expected to be realized within the next 12 months. This includes \$2.9 billion related to intersegment agreements, all of which are included in the current portion of the backlog. OptumInsight's aggregate backlog at December 31, 2013, adjusted for the January 1, 2014 business realignment discussed in Note 13 of Notes to Consolidated Financial Statements included in Part II, Item 8, "Financial Statements," was \$7.5 billion including \$2.7 billion related to intersegment agreements. The increase in 2014 backlog was attributable to a revenue management services acquisition and general business growth, partially offset by services performed on existing contracts. OptumInsight cannot provide any assurance that it will be able to realize all of the revenues included in the backlog due to uncertainties with regard to the timing and scope of services and the potential for cancellation, non-renewal or early termination of service arrangements.

OptumInsight's products and services are sold primarily through a direct sales force. OptumInsight's products are also supported and distributed through an array of alliances and business partnerships with other technology vendors, who integrate and interface OptumInsight's products with their applications.

OptumInsight provides capabilities targeted to the needs of four primary market segments: care providers (e.g., physician practices and hospitals), payers, governments and life sciences organizations.

*Care Providers.* Serving four out of five U.S. hospitals and tens of thousands of physician practices, OptumInsight provides capabilities that help drive financial performance, meet compliance requirements and deliver health intelligence. OptumInsight's offerings in clinical workflow software, revenue management tools and services, health IT and analytics help hospitals and physician practices improve patient outcomes, strengthen financial performance and meet quality measurement and compliance requirements, as well as transition to new collaborative and value based business models.

*Payers.* OptumInsight serves approximately 300 health plans by helping them improve operational and administrative efficiency, meet clinical performance and compliance goals, develop strong provider networks, manage risk and drive growth. OptumInsight also helps payer clients adapt to new market models, including health insurance exchanges, consumer driven health care and engagement, pay-for-value contracting and population health management.

*Governments.* OptumInsight provides services to government agencies across 36 states and the District of Columbia. Services include financial management and program integrity services, policy and compliance consulting, data and analytics technology, systems integration and expertise to improve medical quality, access and costs.

*Life Sciences.* OptumInsight's Life Sciences business provides services to more than 200 global life sciences organizations. OptumInsight's services use real-world evidence to support market access and positioning of products, provide insights into patient reported outcomes and optimize and manage risk.

### **OptumRx**

OptumRx provides a full spectrum of pharmacy benefit management (PBM) services to more than 30 million Americans nationwide, managing more than \$40 billion in pharmaceutical spending annually and processing nearly 600 million adjusted retail, home delivery and specialty drug prescriptions annually. OptumRx's PBM services deliver a low cost, high-quality pharmacy benefit through retail network contracting services, home delivery and specialty pharmacy services, manufacturer rebate contracting and management and a variety of clinical programs such as step therapy, formulary management, drug adherence and disease and drug therapy management programs. As of December 31, 2014, OptumRx's network included more than 67,000 retail pharmacies and two home delivery pharmacy facilities in California and Kansas.

The home delivery and specialty pharmacy fulfillment capabilities of OptumRx are an important strategic component of its business, providing patients with convenient access to maintenance medications, offering a broad range of complex drug therapies and patient management services for individuals with chronic health conditions and enabling OptumRx to help consumers achieve optimal health, while maximizing cost savings.

OptumRx provides PBM services to a substantial majority of UnitedHealthcare members. Additionally, OptumRx manages specialty pharmacy benefits across nearly all of UnitedHealthcare's businesses with services including patient support and clinical programs designed to ensure quality and deliver value for consumers. This is crucial in managing overall drug spend, as biologics and other specialty medications are the fastest growing pharmacy expenditures. OptumRx also provides PBM services to non-affiliated external clients, including public and private sector employer groups, insurance companies, Taft-Hartley Trust Funds, TPAs, managed care organizations (MCOs), Medicare-contracted plans, Medicaid plans and other sponsors of health benefit plans and individuals throughout the United States. OptumRx's distribution system consists primarily of health insurance brokers and other health care consultants and direct sales.

### **GOVERNMENT REGULATION**

Most of our health and well-being businesses are subject to comprehensive federal, state and international laws and regulations. We are regulated by federal, state and international regulatory agencies that generally have discretion to issue regulations and interpret and enforce laws and rules. The regulations can vary significantly from jurisdiction to jurisdiction, and the interpretation of existing laws and rules also may change periodically. Domestic and international governments continue to enact and consider various legislative and regulatory proposals that could materially impact certain aspects of the health care system. New laws, regulations and rules, or changes in the interpretation of existing laws, regulations and rules, including as a result of changes in the political climate, could adversely affect our business.

## **A.6--Site Control**

**COMMERCIAL OFFICE LEASE**

**BETWEEN**

**NNN LENOX PARK, LLC, AND ALL TENANTS IN COMMON**

**as Landlord**

**AND**

**UNITED HEALTHCARE SERVICES, INC.**

**as Tenant**

**Dated: July 20 2008**

*See first amendment (2013)  
after page 28 -*

## TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I BASIC LEASE PROVISIONS .....	1
ARTICLE II THE PREMISES.....	5
ARTICLE III TERM .....	5
ARTICLE IV RENT .....	6
ARTICLE V SECURITY DEPOSIT.....	6
ARTICLE VI OPERATING EXPENSES .....	7
ARTICLE VII IMPOSITIONS RENTAL .....	12
ARTICLE VIII PARKING.....	14
ARTICLE IX USE AND REQUIREMENTS OF LAW .....	14
ARTICLE X ASSIGNMENT AND SUBLETTING .....	16
ARTICLE XI MAINTENANCE AND REPAIR .....	18
ARTICLE XII INITIAL CONSTRUCTION; ALTERATIONS .....	20
ARTICLE XIII SIGNS.....	22
ARTICLE XIV TENANT'S EQUIPMENT AND PROPERTY .....	22
ARTICLE XV RIGHT OF ENTRY .....	23
ARTICLE XVI INSURANCE.....	24
ARTICLE XVII LANDLORD SERVICES AND UTILITIES .....	26
ARTICLE XVIII LIABILITY OF LANDLORD.....	27
ARTICLE XIX RULES AND REGULATIONS .....	29
ARTICLE XX DAMAGE; CONDEMNATION .....	29
ARTICLE XXI DEFAULT OF TENANT .....	30

United HealthCare Services, Inc.  
Lenox Park Building A



ARTICLE XXII	MORTGAGES.....	32
ARTICLE XXIII	SURRENDER; HOLDING OVER.....	33
ARTICLE XXIV	QUIET ENJOYMENT.....	34
ARTICLE XXV	MISCELLANEOUS .....	34

#### LIST OF EXHIBITS

Exhibit A-1	Plan Showing Premises
Exhibit A-2	Legal Description of Land
Exhibit B-1	Work Agreement
Exhibit B-2	Space Plan
Exhibit C	Rules and Regulations
Exhibit D	Electronic Payment Instructions
Exhibit E	Janitorial Schedule

## COMMERCIAL OFFICE LEASE

THIS COMMERCIAL OFFICE LEASE (hereinafter the "Lease") is made as of the 30th day of July, 2008 ("Date of Lease"), by and between NNN Lenox Park, LLC, NNN Lenox Park 1, LLC, NNN Lenox Park 2, LLC, NNN Lenox Park 3, LLC, NNN Lenox Park 4, LLC, NNN Lenox Park 5, LLC, NNN Lenox Park 6, LLC, NNN Lenox Park 7, LLC, NNN Lenox Park 8, LLC, NNN Lenox Park 9, LLC, NNN Lenox Park 10, LLC, NNN Lenox Park 11, LLC, NNN Lenox Park 12, LLC, NNN Lenox Park 13, LLC, NNN Lenox Park 14, LLC, NNN Lenox Park 15, LLC, NNN Lenox Park 16, LLC, NNN Lenox Park 17, LLC, NNN Lenox Park 18, LLC, NNN Lenox Park 19, LLC, NNN Lenox Park 20, LLC, NNN Lenox Park 21, LLC, NNN Lenox Park 22, LLC, NNN Lenox Park 23, LLC, NNN Lenox Park 24, LLC, NNN Lenox Park 26, LLC, NNN Lenox Park 27, LLC, NNN Lenox Park 28, LLC, NNN Lenox Park 29, LLC, NNN Lenox Park 30, LLC, NNN Lenox Park 31, LLC, NNN Lenox Park 32, LLC, NNN Lenox Park 33, LLC, each one a Delaware limited liability company ("**Landlord**") acting by and through Triple Net Properties Realty, Inc. ("**Agent**") for Landlord, and **UNITED HEALTHCARE SERVICES, INC.**, a Minnesota corporation ("**Tenant**").

Landlord and Tenant, intending legally to be bound, agree as set forth below.

### ARTICLE I BASIC LEASE PROVISIONS

In addition to the terms which are defined elsewhere in this Lease, the following defined terms are used in this Lease:

1.1 **Building.** The building located at the address indicated below which is on the Land (as hereinafter defined), and all alterations, additions, improvements, restorations or replacements now or hereafter made thereto.

1.2 **Building Address:** Lenox Park Building A, 3175 Lenox Park Blvd., Memphis, Tennessee 38115.

1.3 **Premises.** An aggregate of approximately 18,076 Rentable Square Feet (as hereinafter defined) known as Suite 400 located on the fourth floor of the Building as outlined on Exhibit A-1 attached hereto and made a part hereof, as defined, measured and, if applicable, adjusted upon remeasurement in accordance with Section 1.6.

1.4 **Land.** The piece or parcel of land which comprises the Project (as hereinafter defined), as more particularly described on Exhibit A-2 attached hereto and made a part hereof, and all rights, easements and appurtenances thereunto belonging or pertaining, or such portion thereof as shall be allocated by Landlord to the Project.

1.5 **Project.** The development known as Lenox Park more particularly identified on Exhibit A-2, consisting of the real property, seven (7) completed office buildings and all improvements built thereon including without limitation the Land, such office buildings, Common Area (as hereinafter defined), Parking Facilities (as hereinafter defined), and any other buildings, walkways, driveways, fences

United HealthCare Services, Inc.  
Lenox Park Building A

and landscaping. The Building contains approximately 96,274 Rentable Square Feet subject to adjustment if applicable, upon remeasurement in accordance with Section 1.6.

1.6 Rentable Square Feet. Landlord and Tenant agree that the Rentable Square Feet of the Premises and the Rentable Square Feet of the Building, respectively, for all purposes under this Lease shall be the Rentable Square Feet specified Section 1.3 and in Section 1.5, respectively; provided, however, that the Rentable Square Feet of the Premises may be subject to a one-time only redetermination at Landlord's or Tenant's option whereby the Rentable Square Feet of the Premises shall be remeasured and determined in accordance with the American National Standard Method for Measuring Floor Area in Office Buildings, ANSI Z65.1-1996 or any successor standard adopted by the Building Owners and Managers Association International (the "BOMA Standard") in effect as of the Date of Lease. Either Landlord or Tenant may give written notice to the other party of the exercise of such option no later than sixty (60) days after the Commencement Date (hereinafter defined). Thereupon, Landlord and Tenant shall engage an architect reasonably acceptable to both parties to remeasure the Premises, as built, in accordance with the BOMA Standard and shall notify Tenant in writing of the determination of the Rentable Square Feet of the Premises and said determination shall become the Rentable Square Feet of the Premises, for all purposes under the Lease, effective as of the Commencement Date.

1.7 Permitted Use. The Premises shall be used solely as a general business office.

1.8 Commencement Date. September 1, 2008, subject to adjustment as specified in Article

### III.

1.9 Expiration Date. August 31, 2013, subject to extension as specified in Article III and Section 25.35.

1.10 Term. Sixty (60) months, beginning on the Commencement Date and expiring on the Expiration Date, subject to adjustment as specified in Article III and Section 25.35.

1.11 Basic Rent. The amount per Rentable Square Foot set forth in the following schedule, subject to adjustment as specified in Article IV.

FROM	TO	ANNUAL BASE RENTAL RATE/RSF	MONTHLY BASE RENT	ANNUALIZED BASE RENT
09/01/08	08/31/09	22.00	33,139.34*	397,672.08
09/01/09	08/31/10	22.55	33,967.83	407,613.96
09/01/10	08/31/11	23.11	34,817.03	417,804.36
09/01/11	08/31/12	23.69	35,687.46	428,249.52
09/01/12	08/31/13	24.28	36,579.65	438,955.80

\* Notwithstanding the above table, Tenant's minimum rent for the first three full months of the Term of this Lease (month 1 through month 3) shall be \$16,569.67 per month.

Basic Rent for any Extension Term (hereinafter defined in Article III), if exercised, shall be at the then-fair market value, as determined in accordance with Section 25.31 hereof, but in no event shall Basic

Rent for the initial Lease Year of the Extension Term be less than 102.5% of the previous year's Basic Rent. When the Basic Rent has been set for the initial Lease Year of the Extension Term in accordance with the preceding sentence, the Basic Rent for each subsequent Lease Year of such Extension Term shall be 102.5% of the Basic Rent for the previous Lease Year of the Extension Term. If Tenant exercises any Extension Term, Landlord and Tenant shall execute an addendum to this Lease at that time setting forth the Basic Rent for such Extension Term.

1.12 Base Year. A period of twelve (12) months comprising calendar year 2009.

1.13 Lease Year. Each consecutive twelve (12) month period elapsing after September 1, 2008, and each anniversary thereof. Notwithstanding the foregoing, the first Lease Year shall include the additional days, if any, between the Commencement Date and September 1, 2008.

1.14 Calendar Year. For the purpose of this Lease, Calendar Year shall be a period of twelve (12) months commencing on each January 1 during the Term, except that the first Calendar Year shall be that period from and including the Commencement Date through December 31 of that same year, and the last Calendar Year shall be that period from and including the last January 1 of the Term through the earlier of the Expiration Date or date of Lease termination.

1.15 Tenant's Proportionate Share. Tenant's Proportionate Share of the Building is 18.78% (determined by dividing the Rentable Square Feet of the Premises by the Rentable Square Feet of the Building and multiplying the resulting quotient by one hundred and rounding to the second decimal place).

1.16 Parking Space Allocation. Tenant shall have the non-exclusive right in common with other tenants of the Project to use five (5) parking spaces per one thousand (1,000) Rentable Square Feet of the Premises, within the Parking Facilities (including visitor and handicapped parking, as may be required by applicable law), all of which shall be unreserved parking spaces.

1.17 Security Deposit. Intentionally deleted.

1.18 Broker (if any).

Landlord's: Commercial Alliance Management, LLC

Tenant's: Commercial Advisors, LLC (and in cooperation, Jones Lang LaSalle Americas, Inc.)

1.19 Guarantor(s): N/A

1.20 Landlord's Notice Address Grubb & Ellis Realty Investors, LLC  
Attn: Legal Notice Department  
1551 N. Tustin Avenue, Suite 200  
Santa Ana, California 92705

WITH COPY TO:

Grubb & Ellis Realty Investors, LLC  
Attn: Michael S. Waddell,  
Senior Vice President, Asset Management  
1606 Santa Rosa Road, Suite 109  
Richmond, VA 23229

AND TO:

Grubb & Ellis Management Services  
Attn: General Manager  
6745 Lenox Center Ct.  
Suite 100  
Memphis, TN 38115

1.21 Tenant's  
Notice Address:

United HealthCare Services, Inc.  
9900 Bren Road East  
MN008-E305  
Minnetonka, MN 55343  
Attn: Lease Administration

1.22 Guarantor(s)  
Notice Address:

N/A

1.23 Address for  
Payment of Rent

NNN Lenox Park, LLC  
1674 Paysphere Circle  
Chicago, IL 60674

1.24 Interest Rate: The per annum interest rate listed as the prime rate on corporate loans at large U.S. money center commercial banks as published from time to time under "Money Rates" in the Wall Street Journal plus two percent (2%), but in no event greater than the maximum rate permitted by law. In the event the Wall Street Journal ceases to publish such rates, Landlord shall choose, at Landlord's discretion, a similarly published rate.

1.25 Common Area: All areas, improvements, facilities and equipment from time to time designated by Landlord for the general and nonexclusive common use or benefit of Tenant, other tenants of the Project, Landlord and their respective Agents (as hereinafter defined), including, without limitation, roadways, entrances and exits, hallways, stairs, loading areas, landscaped areas, open areas, park areas, exterior lighting, service drives, walkways, sidewalks, atriums, courtyards, concourses, ramps, washrooms, maintenance and utility rooms and closets, exterior utility lines, lobbies, elevators and their housing and rooms, common window areas, common walls, common ceilings, common trash areas, vending or mail areas, common pipes, conduits, ducts and wires, on-site fitness center (for a fee) and Parking Facilities.

1.26 Agents: Officers, partners, directors, employees, agents, licensees, contractors, customers and invitees; to the extent customers and invitees are under the principal's control or direction.

United HealthCare Services, Inc.  
Lenox Park Building A

1.27 Parking Facilities: All parking areas now or hereafter designated by Landlord for use by tenants of the Project and/or their guests and invitees, including, without limitation, surface parking, parking decks, parking structures and parking areas under or within the Project whether reserved, exclusive, non-exclusive or otherwise. At present, the Project has no covered parking.

## ARTICLE II THE PREMISES

2.1 Lease of Premises. In consideration of the agreements contained herein, Landlord hereby leases the Premises to Tenant, and Tenant hereby leases the Premises from Landlord, for the Term and upon the terms and conditions hereinafter provided. Subject to Section 1.6 of this Lease, it is specifically understood that the Rentable Square Feet of the Premises and Rentable Square Feet of the Building have been determined by Landlord's architect and that, for the purpose of any calculations which are based on the Rentable Square Feet, the number of Rentable Square Feet stated in or determined in accordance with Article I shall control. The Premises are leased subject to, and Tenant agrees not to violate, all present and future covenants, conditions and restrictions of record which affect the Land, all of such documents collectively referred to as the "Restrictions". As an appurtenance to the Premises, Tenant shall have the general and nonexclusive right, together with Landlord and the other tenants of the Project and their respective Agents (as previously defined), to use the Common Area subject to the terms and conditions of this Lease.

2.2 Landlord's Reservations. Landlord shall retain absolute dominion and control over the Common Area and shall operate and maintain the Common Area in such manner as Landlord in its sole discretion, shall determine; provided however, such exclusive right shall not operate to prohibit Tenant from its material benefit and enjoyment of the Premises for the Permitted Use as defined in Section 1.7. Tenant acknowledges that without advance notice to Tenant and without any liability to Tenant in any respect, Landlord shall have the right to (a) temporarily close any of the Common Area for maintenance, alteration or improvement purposes; and (b) change, alter, add to, temporarily close or otherwise affect the Parking Facilities or the Parking Space Allocation in such manner as Landlord, in its sole discretion, deems appropriate including, without limitation, the right to designate reserved spaces available only for use by one or more tenants (however, in such event, those parking spaces shall still be deemed Common Area for the purpose of the definition of Operating Expenses), provided that, except in emergency situations or situations beyond Landlord's control, Landlord shall provide alternative Parking Facilities as close to the existing Parking Facilities as reasonably possible. In addition to the other rights of Landlord under this Lease, Landlord further reserves to itself and its respective successors and assigns the right to use Tenant's name, with prior written notice, and the Rentable Square Feet of the Premises in promotional materials relating to the Building or the Project. Landlord may exercise any or all of the foregoing rights without being deemed to be guilty of an eviction, actual or constructive, or a disturbance or interruption of the business of Tenant or Tenant's use or occupancy of the Premises.

## ARTICLE III TERM

The Term shall commence on the Commencement Date set out in Section 1.8 and expire at midnight on the Expiration Date set out in Section 1.9. Notwithstanding the foregoing, if Tenant uses or accepts all or any portion of the Premises for the Permitted Use before the Commencement Date, then the Commencement Date shall be the date upon which Tenant uses all or any portion of the Premises for the

Permitted Use. In such event, the Expiration Date shall remain unchanged, the first Lease Year and the Term shall be lengthened by the number of days from the beginning of such modified Commencement Date to the Commencement Date specified in Section 1.8, and Tenant's obligation for payment of Rent and Additional Rent shall also begin at the modified Commencement Date. Provided that (i) Tenant is not at the time of exercise in default of any of the terms, covenants, or conditions of this Lease and (ii) the Lease has not been assigned by the Tenant named herein, nor has the entirety of the Premises been sublet; other than assignment/sublease to a control party (as defined in Article X, Landlord will provide Tenant with two (2), five (5) year renewal options (each, an "Extension Term"). Tenant must provide Landlord with nine (9) months prior written notice of its intent to renew the Lease. The Basic Rent for each Extension Term, if exercised, shall be as set forth in Section 1.11 and Section 25.31 of this Lease. Any Extension Term exercised hereunder shall thereafter be deemed to be part of the "Term" of this Lease.

#### ARTICLE IV RENT

4.1 Basic Rent. Tenant shall pay to Landlord the Basic Rent as specified in Section 1.11.

4.2 Payment of Basic Rent. Basic Rent shall be payable in monthly installments as specified in Section 1.11, in advance, without demand, notice, deduction, offset or counterclaim, on or before the first day of each and every calendar month during the Term; provided, however, that the installment of the Basic Rent payable for the first full calendar month of the Term (and, if the Commencement Date occurs on a date other than on the first day of a calendar month, Basic Rent prorated from such date until the first day of the following month) shall be due and payable on the Commencement Date. Tenant shall pay the Basic Rent and all Additional Rent as hereinafter defined, by good check or in lawful currency of the United States of America, to Landlord at such address as Landlord specifies to Tenant, or by electronic payment in accordance with the instructions attached hereto as Exhibit D. Until otherwise specified by Landlord, all Rent payments shall be sent to the Address for Payment of Rent set forth out in Section 1.23 or in accordance with Exhibit D. Any payment made by Tenant to Landlord on account of Basic Rent may be credited by Landlord to the payment of any late charges then due and payable and to any Basic Rent or Additional Rent then past due before being credited to Basic Rent currently due.

4.3 Additional Rent. All sums payable by Tenant under this Lease, other than Basic Rent, shall be deemed "Additional Rent," and, unless otherwise set forth herein, shall be payable in the same manner as set forth above for Basic Rent.

4.4 Rent. Basic Rent as defined in Section 1.11 hereof and Additional Rent as defined in Section 4.3 above shall jointly be referred to as "Rent".

4.5 Sales or Excise Taxes. Tenant shall pay to Landlord as Additional Rent, concurrently with payment of Basic Rent or Additional Rent to Landlord all taxes (including, but not limited to any and all sales, rent or excise taxes) on Basic Rent or Additional Rent or other amounts payable by Tenant to or otherwise benefitting Landlord, as levied or assessed by any governmental or political body or subdivision thereof against Landlord on account of such Basic Rent, Additional Rent or other amounts payable by Tenant to or otherwise benefitting Landlord, or any portion thereof.

#### ARTICLE V SECURITY DEPOSIT

United HealthCare Services, Inc.  
Lenox Park Building A

Intentionally deleted.

## ARTICLE VI OPERATING EXPENSES

6.1 Operating Expense Rental. Commencing upon expiration of the Base Year, Tenant shall pay to Landlord throughout the remainder of the Term, as Additional Rent, Tenant's Proportionate Share (as defined in Section 1.15) of the amount by which the Operating Expenses (as hereinafter defined) during each Calendar Year exceed the Operating Expenses for the Base Year (the "Operating Expense Rental"). In the event that the Expiration Date is other than the last day of a Calendar Year, then the Operating Expenses for the Base Year and applicable Calendar Year shall be prorated on a per diem basis.

6.2 Operating Expenses Defined. As used herein, the term "Operating Expenses" shall mean all expenses, costs and disbursements of every kind and nature, except as specifically excluded otherwise herein, which Landlord incurs because of or in connection with the ownership, maintenance, management and operation of the Building, including, if the Building is less than ninety-five percent (95%) occupied, all additional costs and expenses of operation, management and maintenance of the Building which vary by occupancy and which Landlord determines that it would have paid or incurred during any Calendar Year if the Building had been ninety-five percent (95%) occupied. "Operating Expenses" for the Building include an allocable or pro rata portion of the expenses, costs and disbursements for the ownership, maintenance, management and operation of the Parking Facilities, walkways, driveways, fences and landscaping of the Project, and any other Common Area of the Project that is not contained within, specific to or designated for an office building in the Project, as determined by Landlord in its commercially reasonable discretion (such determination being conclusive). For those Operating Expenses which are specific to office building(s) within the Project, as determined by Landlord in its commercially reasonable discretion (such determination being conclusive), the term "Project" as used in the subparagraphs of this Section shall refer to only those Operating Expenses which relate to the Building; in all other cases, it shall mean and refer to those expenses of the Project which Landlord determines in its commercially reasonable discretion to be allocable and chargeable to the Building (such determination being conclusive). Operating Expenses may include, without limitation, all costs, expenses and disbursements incurred or made in connection with the following:

- (a) Wages and salaries of all employees up to the level of property manager/ general manager engaged in the operation, maintenance or security of the Project and all costs related to or associated with such employees or the carrying out of their duties, including uniforms and their cleaning, taxes, auto allowances and insurance and benefits (including, without limitation, contributions to pension and/or profit sharing plans and vacation or other paid absences);
- (b) All supplies, tools, equipment and materials, including janitorial and lighting supplies, used directly in the operation and maintenance of the Project, including any lease payments therefor; provided, however, any such equipment which under generally accepted accounting principles should be classified as capital items shall be amortized on a straight-line basis over their useful lives, not to exceed the Project's useful life, or, at Landlord's election in the case of capital improvements that lower operating costs, the amortization amount will be the Landlord's reasonable estimate of annual cost savings



together with interest on the unamortized balance of such cost at the Interest Rate, or such higher rate as may have been paid by Landlord on funds borrowed for the purposes of purchasing or constructing such equipment or capital improvements;

- (c) All utilities, including, without limitation, electricity, telephone, communications, internet, water, sewer, power, gas, heating, lighting and air conditioning for the Project, except to the extent such utilities are charged directly to, or paid directly by, a tenant of the Project other than as a part of the Operating Expenses;
- (d) All maintenance, operation and service agreements for the Project, and any equipment related thereto, including, without limitation, service and/or maintenance agreements for the Parking Facilities, energy management, HVAC, plumbing and electrical systems, and for window cleaning, elevator maintenance, janitorial service, groundskeeping, interior and exterior landscaping and plant maintenance;
- (e) All insurance purchased by Landlord or the Project's management company relating to the Project and any equipment or other property contained therein or located thereon including, without limitation, casualty, liability, earthquake, rental loss, sprinkler and water damage insurance;
- (f) All repairs to the Project (excluding to the extent repairs are paid for by the proceeds of insurance or by Tenant or other third parties other than as a part of the Operating Expenses), including interior, exterior, structural or nonstructural repairs, and regardless of whether foreseen or unforeseen; provided, however, any such repairs which under generally accepted accounting principles should be classified as capital improvements shall be amortized on a straight-line basis over their useful lives, not to exceed the Project's useful life, or, at Landlord's election in the case of capital improvements that lower operating costs, the amortization amount will be the Landlord's reasonable estimate of annual cost savings together with interest on the unamortized balance of such cost at the Interest Rate, or such higher rate as may have been paid by Landlord on funds borrowed for the purposes of constructing such capital improvements;
- (g) All maintenance of the Project, including, without limitation, repainting, replacement of wall coverings and window coverings, replacement of carpeting, ice and snow removal, window washing, landscaping, groundskeeping, trash removal and the patching, painting, resealing and complete resurfacing of roads, driveways and parking lots; provided, however, any such maintenance, repairs or replacements which under generally accepted accounting principles should be classified as capital improvements shall be amortized on a straight-line basis over their useful lives, not to exceed the Project's useful life, or, at Landlord's election in the case of capital improvements that lower operating costs, the amortization amount will be the Landlord's reasonable estimate of annual cost savings together with interest on the unamortized balance of such cost at the Interest Rate, or such higher rate as may have been paid by Landlord on funds borrowed for the purposes of constructing such capital improvements;
- (h) A management fee payable to Landlord or the company or companies managing the Project, if any, not to exceed three percent (3%) of the gross rentals of the Building;

- (i) That part of office rent or rental value of space used or furnished by Landlord to enhance, manage, operate and maintain the Project;
- (j) Accounting and legal fees paid in-house or to third parties incurred in connection with the operation and maintenance of the Project, or related thereto, but excluding attorneys' fees incurred in connection with enforcing the terms of other leases in the Building;
- (k) Any additional services not provided to the Project at the Commencement Date but thereafter provided by Landlord which Landlord reasonably deems necessary to maintain the Project in a first class condition;
- (l) Any cost which would, under generally accepted accounting principles, be deemed capital costs or capital expenditures may be included in the definition of "Operating Expenses" only to the extent that such cost: (i) relates to an expenditure which is required to comply with changes in laws or regulations which occur after the Commencement Date; or (ii) relates to an expenditure which is incurred based upon a reasonable forecast that such expenditure will reduce in future years another cost which would be deemed an Operating Expense; and (iii) only to the extent, in any one year, of the amount equal to the total expenditure divided by the useful life of the improvement which requires such cost; and
- (m) Other expenses and costs reasonably necessary for operating and maintaining the Project.

Operating Expenses shall not include: (i) depreciation on the Project (other than as provided in subsections (b), (f), (g) and (l) above); (ii) costs of tenant improvements incurred in renovating leased space for the exclusive use of a particular tenant of the Project; (iii) expenses incurred in leasing or obtaining new tenants or retaining existing tenants, including legal expenses, finders' fees and real estate brokers' commissions; (iv) Project mortgage principal or interest; (v) capital items other than those referred to in subsections (b), (f), (g) and (l) above; (vi) costs of compliance with the ADA, fire code violations, or other applicable laws to the extent Landlord is responsible for such costs pursuant to Section 9.4 (a) herein; (vii) Impositions as hereinafter defined in Article VII; (viii) legal expenses incurred in enforcing the terms of any lease; (ix) expenses for repairs or other work which is caused by fire, windstorm, casualty or any other insurable occurrence, except for Landlord's insurance deductible; (x) expenses incurred for any necessary replacement of any item to the extent that it is covered under warranty; (xi) accounting and legal fees relating to the sale of the Project; (xii) any amount paid to an entity or individual related to Landlord which exceeds the amount which would be paid for similar goods or services on an arms length basis between unrelated parties; (xiii) the cost of correcting defects in the original construction of the Project; (xiv) management fees to the extent they exceed three percent (3%) of the gross receipts from the Building; (xv) any ground rent, air space rent or other rent incurred for the Land; (xvi) any costs (including any damages or future claims asserted against Landlord in connection with the same) incurred to test, survey, cleanup, contain, abate, remove or otherwise remedy Hazardous Materials from the Project which were present at the Project prior to the Commencement Date or brought onto the Project after the Commencement Date by a party other than Tenant or by those for whom Tenant is responsible for under this Lease; (xvii) any personal property taxes of Landlord for equipment or items not used directly in the operation or maintenance of the Building; (xviii) rentals and other related expenses, if any, incurred in leasing items to the extent that the cost of the purchase of that item would not

be included as a permitted capital expenditure hereunder; and (xix) contributions to Operating Expense reserves if such reserves will not be used during the calendar year in which such reserve is created.

6.3 Adjustments to Operating Expense Rental. Landlord shall endeavor submit to Tenant, at least thirty (30) days before the expiration of the Base Year and the beginning of each Calendar Year thereafter or as soon thereafter as reasonably possible a statement of Landlord's estimate of Tenant's Proportionate Share of the increase in Operating Expenses over Operating Expenses for the Base Year payable by Tenant during such Calendar Year. Commencing upon expiration of the Base Year and in addition to the Basic Rent, Tenant shall pay to Landlord on or before the first day of each month during such Calendar Year an amount equal to one-twelfth (1/12) of Tenant's Proportionate Share of the estimated increase in Operating Expenses over Operating Expenses for the Base Year payable by Tenant for such Calendar Year as set forth in Landlord's statement. If Landlord fails to give Tenant notice of its estimated payments due under this Section for any Calendar Year, then Tenant shall continue making monthly estimated payments in accordance with the estimate for the previous Calendar Year until a new estimate is provided. If Landlord determines that, because of unexpected increases in Operating Expenses or other reasons, Landlord's estimate of the Operating Expenses was too low, then Landlord shall have the right to give a new statement of the estimated Operating Expenses due from Tenant for such Calendar Year or the balance thereof and to bill Tenant for any deficiency which may have accrued during such Calendar Year, and Tenant shall thereafter pay monthly estimated payments based on such new statement.

Within ninety (90) days after the expiration of each Calendar Year following expiration of the Base Year, or as soon thereafter as is practicable, Landlord shall submit a statement (the "Reconciliation Statement") to Tenant showing the actual Operating Expenses for such Calendar Year and Tenant's Proportionate Share of the amount by which such Operating Expenses exceed the Operating Expenses for the Base Year. If for any Calendar Year, Tenant's estimated monthly payments exceed Tenant's Proportionate Share of the amount by which the actual Operating Expenses for such Calendar Year exceed the Operating Expenses for the Base Year, then Landlord shall give Tenant a credit in the amount of the overpayment toward Tenant's next monthly payments of estimated Operating Expenses. In the event the Lease has expired, any such overpayment shall be paid directly to the Tenant within thirty (30) days after Tenant's receipt of the Reconciliation Statement. If for any Calendar Year Tenant's estimated monthly payments are less than Tenant's Proportionate Share of the amount by which the actual Operating Expenses for such Calendar Year exceed the Operating Expenses for the Base Year, then Tenant shall pay the total amount of such deficiency to Landlord within thirty (30) days after the date of the Reconciliation Statement. Landlord's and Tenant's obligations with respect to any overpayment or underpayment of Operating Expenses shall survive the expiration or termination of this Lease.

6.4 Tenant's Review of Operating Expenses. No more than once per calendar year, Tenant, or a qualified professional selected by Tenant (the "Reviewer"), may review Landlord's books and records relating to Operating Expenses (the "Review"), subject to the following terms and conditions:

- (a). Tenant must deliver notice of the Review to Landlord within sixty (60) days of Tenant's receipt of the Reconciliation Statement. Thereafter, Tenant must commence and complete its Review within a reasonable time, not to exceed two hundred ten (210) days following Tenant's receipt of the Reconciliation Statement. In order to conduct a Review, Tenant must not be in default under the Lease beyond any applicable cure period at the time it delivers notice of the Review to Landlord or at the time the Review commences. No subtenant shall have any right to conduct a Review, and no assigns shall conduct a

Review for any period during which such assignee was not in possession of the Premises. If Tenant elects to have a Reviewer conduct the Review, the Reviewer must be an independent nationally or regionally recognized accounting firm that is not being compensated by Tenant on a contingency fee basis.

- (b) Tenant's Review shall only extend to Landlord's books and records specifically related to Operating Expenses for the Property during the calendar year for which the Reconciliation Statement was provided. Books and records necessary to accomplish any Review shall be retained for twelve months after delivery of each Reconciliation Statement, and, upon Landlord's receipt of Tenant's notice, shall be made available to Tenant to conduct the Review. The Review shall be conducted during regular business hours at an office of Landlord as set out in Section 1.20, as selected by Landlord.
- (c) As a condition to the Review, Tenant shall execute a written agreement providing that the Reviewer is not being compensated on a contingency fee basis and that all information obtained through the Review, as well as any compromise, settlement or adjustment reached as a result of the Review, shall be held in strict confidence by all employees, contractors, agents or attorneys of Tenant and Tenant's Reviewer and shall not be revealed in any manner to any person except: (i) upon the prior written consent of the Landlord, which consent may be withheld in Landlord's sole discretion; (ii) if required pursuant to any litigation between Landlord and Tenant materially related to the facts disclosed by the Review; or (iii) if required by law. The written agreement may also set forth Landlord's reasonable procedures and guidelines for Tenant and Tenant's Reviewer to follow when conducting the Review.
- (d) If, after Tenant's Review, Tenant disputes the amount of Operating Expenses set forth in the Reconciliation Statement, Tenant or Tenant's Reviewer shall submit a written report to Landlord within thirty days after the completion of the Review setting forth any claims to be asserted against Landlord as a result of the Review and specific and detailed explanations as to the reason for the claim(s) (the "Report"). Landlord and Tenant then shall use good faith efforts to resolve Tenant's claims set forth in the Report. If the parties do not reach agreement on the claims within thirty (30) days after Landlord's receipt of the Report, then the dispute shall be submitted to arbitration as hereinafter provided. Within twenty days after expiration of the thirty-day period referenced in the foregoing sentence, each party shall appoint as an arbitrator a reputable independent nationally or regionally recognized accounting firm with at least ten years experience in accounting related to commercial lease transactions and shall give notice of such appointment to the other party; provided, however, if Tenant used a Reviewer to perform the Review, the Reviewer shall be deemed to have been appointed by Tenant as its arbitrator for purposes of this provision. Within ten days after appointment of the second arbitrator, the two arbitrators shall appoint a third arbitrator who shall be similarly qualified. If the two arbitrators are unable to agree timely on the selection of the third arbitrator, then either arbitrator on behalf of both may request such appointment from the office of the American Arbitration Association ("AAA") nearest to Landlord. The arbitration shall be conducted in accordance with the rules of the AAA. If the AAA shall cease to provide arbitration for commercial disputes in location, the third arbitrator shall be appointed by any successor organization providing substantially the same services.

Within ten days after the third arbitrator has been selected, each of the other two arbitrators, on behalf of the party it represents, shall submit a written statement, along with any supporting document, data, reports or other information, setting forth its determination of the amount of Operating Expenses that are in dispute. The third arbitrator will resolve the dispute by selecting the statement of one of the parties as submitted to the third arbitrator. Within ten days after the third arbitrator's receipt of the statements from the other arbitrators, the third arbitrator shall notify both parties in writing of the arbitrator's decision. The decision of the third arbitrator shall be final and binding upon the parties and their respective heirs, executors, successors and assigns. If either of the parties fails to furnish its statement to the third arbitrator within the time frame specified herein, the third arbitrator shall automatically adopt the other party's statement as final and binding. The cost of arbitration (exclusive of each party's witness and attorneys' fees, which shall be paid by the party) shall be shared equally by the parties.

## ARTICLE VII IMPOSITIONS RENTAL

7.1 Impositions Rental. Commencing upon expiration of the Base Year, Tenant shall pay to Landlord, throughout the remainder of the Term as Additional Rent, Tenant's Proportionate Share (as defined in Section 1.15) of the amount by which the Impositions (as hereinafter defined) during each Calendar Year exceed the Impositions for the Base Year ("Impositions Rental"). In the event that the Expiration Date is other than the last day of a Calendar Year, then Impositions for the Base Year and applicable Calendar Year shall be prorated on a per diem basis.

7.2 Impositions Defined. Impositions shall be defined as all real property taxes and assessments levied against the Building, the tax parcel of land on which the Building is situated, and the various estates therein; an allocable or pro rata portion of the real estate taxes for tax parcels of land within the Project on which no office building is situated, and the improvements thereon; and an allocable or pro rata portion of all personal property taxes levied on personal property of Landlord used in the management, operation, maintenance and repair of the Project; all taxes, assessments and reassessments of every kind and nature whatsoever levied or assessed in lieu of or in substitution for existing or additional real or personal property taxes and assessments on the Building or Project or the sale, conveyance, assignment, ground lease or other transfer thereof; service payments in lieu of taxes, excises, transit charges and fees, housing, park and child care assessments, development; and other assessments, reassessments, levies, fees or charges, general and special, ordinary and extraordinary, unforeseen as well as foreseen, of any kind which are assessed, levied, charged, confirmed or imposed by any public authority upon the Project, its operations or the Rent provided for in this Lease, or amounts necessary to be expended because of governmental orders, whether general or special, ordinary or extraordinary, unforeseen as well as foreseen, of any kind and nature for public improvements, services, benefits or any other purposes which are assessed, levied, confirmed, imposed or become a lien upon the Premises, Building or Project or become payable during the Term. With respect to taxes and other charges not specifically assessed to or levied against an office building in the Project or the tax parcel of land upon which such office building is situated, "Impositions" shall include an allocable or pro rata portion thereof as determined by Landlord (such determination being conclusive). Further, for the purposes of this Article, Impositions shall include the reasonable expenses (including, without limitation, attorneys' fees) incurred by Landlord in challenging or obtaining or attempting to obtain a reduction of such Impositions,



regardless of the outcome of such challenge. Notwithstanding the foregoing, Landlord shall have no obligation to challenge Impositions. If as a result of any such challenge, a tax refund is made to Landlord, then provided no uncured monetary Event of Default exists under this Lease, the amount of such refund less the expenses of the challenge shall be deducted from Impositions due in the Lease Year such refund is received. In the case of any Impositions which may be evidenced by improvement or other bonds or which may be paid in annual or other periodic installments, Landlord shall elect to cause such bonds to be issued or cause such assessment to be paid in installments over the maximum period permitted by law. Nothing contained in this Lease shall require Tenant to pay any franchise, estate, inheritance or succession transfer tax of Landlord, any income, profits or revenue tax or charge, upon the net income of Landlord from all sources; or any increase in Impositions to the extent resulting from the creation of additional rentable space in the Building unless Tenant's Proportionate Share is adjusted accordingly. If at any time during the Term under the laws of the United States Government or the state, or any political subdivision thereof, a tax (including, but not limited to any sales tax) or excise on Rent or other amounts payable by Tenant to Landlord, or any other tax however described, is levied or assessed by any such political body against Landlord on account of Rent, or a portion thereof, Tenant shall pay one hundred percent (100%) of any such tax or excise as Additional Rent as provided in Section 4.5 above.

7.3 Adjustments to Impositions Rental. Landlord shall submit to Tenant, before the expiration of the Base Year and the beginning of each Calendar Year thereafter or as soon thereafter as reasonably possible, a statement of Landlord's estimate of Tenant's Proportionate Share of the increase in Impositions over Impositions for the Base Year payable by Tenant during such Calendar Year. Commencing upon expiration of the Base Year and in addition to the Basic Rent, Tenant shall pay to Landlord on or before the first day of each month during such Calendar Year an amount equal to one-twelfth (1/12) of Tenant's Proportionate Share of the estimated increase in Impositions over Impositions for the Base Year payable by Tenant for such Calendar Year as set forth in Landlord's statement. If Landlord fails to give Tenant notice of its estimated payments due under this section for any Calendar Year, then Tenant shall continue making monthly estimated payments in accordance with the estimate for the previous Calendar Year until a new estimate is provided. If Landlord determines that, because of unexpected increases in Impositions or other reasons, Landlord's estimate of the Impositions was too low, then Landlord shall have the right to give a new statement of the Impositions due from Tenant for such Calendar Year or the balance thereof and to bill Tenant for any deficiency which may have accrued during such Calendar Year, and Tenant shall thereafter pay monthly estimated payments based on such new statement.

Within ninety (90) days after the expiration of each Calendar Year following expiration of the Base Year, or as soon thereafter as is practicable, Landlord shall submit a statement to Tenant showing the actual Impositions for such Calendar Year and Tenant's Proportionate Share of the amount by which such Impositions exceed the Impositions for the Base Year. If for any Calendar Year, Tenant's estimated monthly payments exceed Tenant's Proportionate Share of the amount by which the actual Impositions for such Calendar Year exceed the Impositions for the Base Year, then Landlord shall give Tenant a credit in the amount of the overpayment toward Tenant's next monthly payments of estimated Impositions. In the event the Lease has expired, any such overpayment shall be paid directly to the Tenant within thirty (30) days after Tenant's receipt of such statement. If for any Calendar Year Tenant's estimated monthly payments are less than Tenant's Proportionate Share of the amount by which the actual Impositions for such Calendar Year exceed the Impositions for the Base Year, then Tenant shall pay the total amount of such deficiency to Landlord within thirty (30) days after receipt of the statement from Landlord.

Landlord's and Tenant's obligations with respect to any overpayment or underpayment of Impositions shall survive the expiration or termination of this Lease.

## ARTICLE VIII PARKING

During the Term and subject to the Rules and Regulations (as defined in Article XIX) promulgated by Landlord from time to time, Tenant shall have the right to use the Parking Space Allocation (as defined in Section 1.16). The parking spaces must be available and accessible to Tenant for Tenant's use twenty four (24) hours a day, seven (7) days a week. The parking area must be adequately striped and lighted in the manner it is at the date hereof. Landlord shall maintain the parking area in good condition and repair at all times during the Term. Landlord shall only allow parking for vehicles consistent with the typical and reasonable tenant composition of an office building. If Tenant's number of parking spaces, as identified above, is reduced subsequent to an occurrence described in Article 8 hereof, Landlord shall provide Tenant with comparable alternate parking spaces to maintain Tenant's parking spaces based on the parking ratio set forth in Article 1 hereof. Tenant's use of the parking areas will be in common with other tenants, and is subject to the reasonable rules and regulations uniformly applied.

## ARTICLE IX USE AND REQUIREMENTS OF LAW

9.1 Use. The Premises will be used only for the Permitted Use (as defined in Section 1.7). Tenant will not: (i) do or permit to be done in or about the Premises, nor bring to, keep or permit to be brought or kept in the Premises, anything which is prohibited by or will in any way conflict with any law, statute, ordinance or governmental rule or regulation which is now in force or which may be enacted or promulgated after the Date of Lease; (ii) do or permit anything to be done in or about the Premises which will obstruct or unreasonably interfere with the rights of other tenants of the Building or Project, or injure or unreasonably annoy them; (iii) use or allow the Premises to be used for any unlawful purpose or in any manner inconsistent with the Rules and Regulations; (iv) cause, maintain or permit any nuisance in, on or about the Premises or commit or allow to be committed any waste in, on or about the Premises; or (v) subject the Premises to any use which would increase the existing rate of insurance on the Project or any portion thereof or cause any cancellation of any insurance policy covering the Project or any portion thereof.

9.2 Requirements of Law. At its sole cost and expense, Tenant will promptly comply with: (i) all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or in force after the Commencement Date of the Lease; (ii) the requirements of any board of fire underwriters or other similar body constituted now or after the Commencement Date of the Lease; (iii) any direction or occupancy certificate issued pursuant to any law by any public officer or officers; and (iv) all Restrictions, insofar as (i) - (iv) above relate to the condition, use or occupancy of the Premises, excluding requirements of structural changes or changes outside the Premises unless related to (a) Tenant's acts, (b) Tenant's business, (c) Tenant's use of the Premises, or (d) improvements made by or for Tenant.

9.3 Hazardous Materials. Landlord has no knowledge of any asbestos, petroleum or petroleum products, used oil, explosives, toxic materials or substances defined as hazardous wastes, hazardous materials or hazardous substances under any federal, state or local law or regulation

("Hazardous Materials") used within the Premises except for routine office and janitorial supplies, stored in the usual and customary manner and quantities, and in compliance with all applicable environmental laws and regulations or of any violations of Environmental Laws. Except as otherwise provided in this Section 9.3, Tenant has no obligation to clean up or mitigate the effect of any Hazardous Materials or violations of Environmental Laws which enter the Project or occur after the Commencement Date. Tenant shall not bring or permit to remain on the Premises or the Project, or allow any of Tenant's Agents to bring or permit to remain on the Premises or the Project, Hazardous Materials, except for routine office and janitorial supplies used on the Premises and stored in the usual and customary manner and quantities, and in compliance with all applicable environmental laws and regulations. Tenant shall not install or operate any underground storage tanks on or under the Premises or the Project. Tenant's violation of the foregoing prohibitions shall constitute a material breach and default hereunder and Tenant shall indemnify, protect, hold harmless and defend (by counsel acceptable to Landlord) Landlord, and its Agents and each of their respective successors and assigns, from and against any and all claims, damages, penalties, fines, liabilities and cost (including reasonable attorneys' fees and court costs) caused by or arising out of (i) a violation of the foregoing prohibition or (ii) the presence or release of any Hazardous Materials on, from, under or about the Premises, the Project or other properties to the extent caused by Tenant. Tenant, at its sole cost and expense, shall clean up, remove, remediate and repair any soil or groundwater contamination or other damage or contamination in conformance with the requirements of applicable law caused by Tenant's release of any Hazardous Materials in, on, from, under or about the Premises during the term of this Lease. Neither the written consent of Landlord to the presence of the Hazardous Materials, nor Tenant's compliance with all laws applicable to such Hazardous Materials, shall relieve Tenant of its indemnification obligation under this Lease. Tenant shall immediately give Landlord written notice (i) of any suspected breach of this section, (ii) upon learning of the presence or any release of any Hazardous Materials, or (iii) upon receiving any notices from governmental agencies or other parties pertaining to Hazardous Materials which may affect the Premises. Landlord shall have the right from time to time, but not the obligation, to enter upon the Premises to conduct such inspections and undertake such sampling and testing activities as Landlord deems necessary or desirable to determine whether Tenant is in compliance with this provision. The obligations of Tenant hereunder shall survive the expiration or earlier termination, for any reason, of this Lease.

9.4 ADA Compliance. Notwithstanding any other statement in this Lease, the following provisions shall govern the parties' compliance with the Americans With Disabilities Act of 1990, as amended from time to time, Public Law 101-336; 42 U.S.C. §§12101, et seq. (the "ADA"):

(a) To the extent governmentally required as of the Commencement Date of this Lease, Landlord shall be responsible for compliance with Title III of the ADA, at its expense, and such expense shall not be included as an Operating Expense of the Project, with respect to any repairs, replacements or alterations to the Common Area of the Project.

(b) To the extent governmentally required subsequent to the Commencement Date of this Lease as a result of an amendment to Title III of the ADA subsequent to the Commencement Date of this Lease, Landlord shall be responsible for compliance with Title III of the ADA with respect to any repairs, replacements or alterations to the Common Area of the Project, and such expense shall be included as an Operating Expense of the Project.

(c) Landlord shall indemnify, defend and hold harmless Tenant and its Agents from all fines, suits, procedures, penalties, claims, liability, losses, expenses and actions of every



kind, and all costs associated therewith (including, without limitation, reasonable attorneys' and consultants' fees) arising out of or in any way connected with Landlord's failure to comply with Title III of the ADA as required above.

(d) To the extent governmentally required, Tenant shall be responsible for compliance, at its expense, with Titles I and III of the ADA with respect to the Premises.

(e) Tenant shall indemnify, defend and hold harmless Landlord and its Agents from all fines, suits, procedures, penalties, claims, liability, losses, expenses and actions of every kind, and all costs associated therewith (including, without limitation, reasonable attorneys' and consultants' fees) to the extent arising out of Tenant's failure to comply with Titles I and III of the ADA as required above.

#### ARTICLE X ASSIGNMENT AND SUBLETTING

##### 10.1 Landlord's Consent.

(a) Tenant shall not assign, transfer, mortgage or otherwise encumber this Lease or sublet or rent (or permit a third party to occupy or use) the Premises, or any part thereof, nor shall any assignment or transfer of this Lease or the right of occupancy hereunder be effected by operation of law or otherwise, without the prior written consent of Landlord, not to be unreasonably withheld. A transfer at any one time or from time to time of fifty percent (50%) or more of an interest in Tenant (whether stock, partnership interest or other form of ownership or control) by any person(s) or entity(ies) having an interest in ownership or control of Tenant shall be deemed to be an assignment of this Lease. Within thirty (30) days following Landlord's receipt of Tenant's request for Landlord's consent to a proposed assignment, sublease, or other encumbrance, together with all information required to be delivered by Tenant pursuant to the provisions of Section 10.2 hereof, Landlord shall: (i) consent to such proposed transaction; (ii) refuse such consent; or (iii) elect to terminate this Lease in the event of an assignment, or in the case of a sublease, terminate this Lease as to the portion of the Premises proposed to be sublet in accordance with the provisions of Section 10.4 below; provided, however, that if Landlord selects option (iii), Tenant may rescind its request for consent within ten (10) business days after receipt of Landlord's notice and Landlord's election to terminate the Lease shall be of no force or effect. Any assignment, sublease or other encumbrance without Landlord's written consent shall be voidable by Landlord and, at Landlord's election, constitute an Event of Default hereunder. Notwithstanding the foregoing, no consent of Landlord shall be required in the case of an assignment or sublease by Tenant to any party controlling, under common control with, or controlled by Tenant, or resulting from merger, acquisition or sale of all or substantially all of the assets or stock of Tenant. (collectively, an "assignment/sublease to a control party"). A transfer or transfers, in the aggregate, of less than a fifty percent (50%) ownership interest in Tenant is not an assignment of this Lease. For purposes of the foregoing, "control," "controlled," "common control" and "controlled" shall mean ownership (directly or indirectly, through one or more subsidiaries) of a majority of the shares of stock or ownership interests of such other party.

(b) Without limiting other instances in which Landlord may withhold consent to an assignment or sublease, Landlord and Tenant acknowledge that Landlord may withhold consent in the following instances:

(i) If the proposed use of the Premises by the assignee or sublessee conflicts with Section 1.7, requires alterations that would decrease the value of the leasehold improvements in the Premises, requires substantially increased services by Landlord, or would result in more than a reasonable number of occupants per floor;

(ii) If the proposed assignee or sublessee is: a governmental entity; a person or entity whose tenancy in the Project would violate any exclusivity arrangement which Landlord has with any other tenant; a person or entity of a character or reputation or engaged in a business which, in Landlord's reasonable discretion, is not consistent with the quality of the Project; or not a party of reasonable financial worth and/or financial stability in light of the responsibilities involved under this Lease on the date consent is requested;

(iii) If an Event of Default has occurred under this Lease or if an Event of Default would occur but for the pendency of any cure periods provided under Section 21.1.

(c) Notwithstanding that the prior express written permission of Landlord to any of the aforesaid transactions may have been obtained or assignment/sublease to a control party, the following shall apply:

(i) In the event of an assignment, contemporaneously with the granting of Landlord's aforesaid consent or the assignment/sublease to a control party, Tenant shall cause the assignee to expressly assume in writing and agree to perform all of the covenants, duties, and obligations of Tenant hereunder and such assignee shall be jointly and severally liable therefore along with Tenant.

(ii) All terms and provisions of the Lease shall continue to apply after any such transaction.

(iii) In any case where Landlord consents to an assignment, transfer, encumbrance or subletting or of an assignment/sublease to a control party, the undersigned Tenant and any Guarantor shall nevertheless remain directly and primarily liable for the performance of all of the covenants, duties, and obligations of Tenant hereunder (including, without limitation, the obligation to pay all Rent and other sums herein provided to be paid), and Landlord shall be permitted to enforce the provisions of this instrument against the undersigned Tenant, any Guarantor and/or any assignee without demand upon or proceeding in any way against any other person. Neither the consent by Landlord to any assignment, transfer, encumbrance or subletting nor the collection or acceptance by Landlord of rent from any assignee, subtenant or occupant shall be construed as a waiver or release of the initial Tenant or any Guarantor from the terms and conditions of this Lease or relieve Tenant or any subtenant, assignee or other party from obtaining the consent in writing of Landlord to any further assignment, transfer, encumbrance or subletting.

(iv) Tenant hereby assigns to Landlord the rent and other sums due from any subtenant, assignee or other occupant of the Premises and hereby authorizes and directs each such subtenant, assignee or other occupant to pay such rent or other sums directly to Landlord; provided however, that until the occurrence of an Event of Default, Tenant shall have the license to continue collecting such rent and other sums. Notwithstanding the foregoing, in the event that the rent due and payable by a sublessee under any such permitted sublease (or a combination of the rent payable under such sublease plus any bonus or other consideration therefor or incident thereto) exceeds the hereinabove

provided Rent payable under this Lease, or if with respect to a permitted assignment, permitted license, or other transfer by Tenant permitted by Landlord, the consideration payable to Tenant by the assignee, licensee, or other transferee exceeds the Rent payable under this Lease, then Tenant shall be bound and obligated to pay Landlord one-half (1/2) of such excess rent and one-half (1/2) of other excess consideration within ten (10) days following receipt thereof by Tenant from such sublessee, assignee, licensee, or other transferee, as the case may be.

(v) Tenant shall pay Landlord a fee in the amount of One Thousand Dollars (\$1,000.00) to reimburse Landlord for all its expenses including, without limitation, reasonable attorney fees associated with Tenant's request to assign, sublet or otherwise encumber the Premises under the terms of the Lease.

10.2 Submission of Information. If Tenant requests Landlord's consent to a specific assignment or subletting, Tenant will submit in writing to Landlord: (i) the name and address of the proposed assignee or subtenant; (ii) a counterpart of the proposed agreement of assignment or sublease; (iii) reasonably satisfactory information as to the nature and character of the business of the proposed assignee or subtenant, and as to the nature of its proposed use of the space; (iv) banking, financial or other credit information reasonably sufficient to enable Landlord to determine the financial responsibility and character of the proposed assignee or subtenant; (v) executed estoppel certificates from Tenant containing such information as provided in Section 25.4 herein; and (vi) any other information reasonably requested by Landlord.

10.3 Consent of Mortgagee. Any transfer for which consent is required pursuant to any mortgage, deed of trust, security interest, or title retention interest affecting the Land, Building or Project (the "Mortgage") shall not be effective unless and until such consent is given by the holder of any note or obligation secured by a Mortgage (the "Mortgagee").

## ARTICLE XI MAINTENANCE AND REPAIR

11.1 Landlord's Obligation. Landlord will maintain, repair and restore in reasonably good order and condition (i) the Common Area (including lobbies, stairs, elevators, corridors, restrooms, walkways, driveways, grounds, fitness center and Parking Facilities); (ii) the mechanical, plumbing, electrical, sewer, life-safety systems and HVAC (as hereinafter defined) equipment serving the Building; and (iii) the structure of the Building (including roof, exterior walls, foundation, windows and Building standard lighting). The cost of such maintenance and repairs to the Building, the Common Area and said equipment shall be included in the Operating Expenses and paid by Tenant as provided in Article VI herein; provided, however, Tenant shall bear the full cost, plus ten percent (10%) of such cost for Landlord's overhead, of any maintenance, repair or restoration necessitated by the negligent acts or omissions of Tenant or its Agents. Notwithstanding the foregoing, however, Landlord's performance of its obligations under this Section shall be excused to the extent that access to the Premises is restricted, impaired or delayed because of restrictions on Landlord's access under Article XV hereof. Furthermore, in the event and to the extent that the cost of repair, maintenance or restoration increases as a result of restriction, impairment or delay in access to the Premises under Article XV hereof, Landlord may charge Tenant directly the actual direct costs (including overtime) incurred by Landlord as a result thereof. Tenant waives all rights to make repairs at the expense of Landlord, to deduct the cost of such repairs from any payment owed to Landlord under this Lease or to vacate the Premises.

11.2 Tenant's Obligation. Subject to Landlord's express obligations set forth in Section 11.1 above, Tenant, at its expense, shall maintain the Premises (including Tenant's leasehold improvements, equipment, personal property and trade fixtures located in the Premises) in their condition at the time they were delivered to Tenant, reasonable wear and tear excepted. Tenant's obligation shall include without limitation the obligation to maintain and repair all interior walls, floors, ceilings, doors, entrances to the Premises, supplemental HVAC systems within the Premises and plumbing systems and fixtures (including restrooms) within and exclusively serving the Premises. Tenant will immediately advise Landlord of any damage to the Premises or the Project of which it is aware. Except in the case of casualty or condemnation, all damage or injury to the Premises (excluding Tenant's equipment, personal property and trade fixtures), may be repaired, restored or replaced by Landlord, at the expense of Tenant, and such expense (plus ten percent (10%) of such expense for Landlord's overhead) will be collectible as Additional Rent and will be paid by Tenant upon demand. Other than minor repairs costing less than \$1,000 each, neither Tenant nor its Agents shall repair, restore or replace any damage or injury to the Premises or the Project without the prior written consent of Landlord, such consent not to be unreasonably withheld. Tenant and Tenant's telecommunications companies, including but not limited to, local exchange telecommunications companies and alternative access vendor services companies shall have no right of access to the Land, Building or the Project for the installation and operation of telecommunications systems, including but not limited to, voice, video, data, and any other telecommunications services provided over wire, fiber optic, microwave, wireless, and any other transmission systems, for part or all of Tenant's telecommunications within the Building without Landlord's prior written consent, such consent not to be unreasonably withheld.

11.3 Landlord's Right to Maintain or Repair. If Tenant fails to maintain the Premises or if Landlord agrees to allow Tenant to repair, restore or replace any damage or injury as provided in Section 11.2 and Tenant fails within five (5) days following notice to Tenant, to commence to maintain or to repair, restore or replace any damage to the Premises or Project caused by Tenant or its Agents and diligently pursue to completion such maintenance or repair, restoration or replacement, Landlord may, at its option, cause all required maintenance or repairs, restorations or replacements to be made and Tenant shall pay Landlord pursuant to Section 11.2.

ARTICLE XII  
INITIAL CONSTRUCTION; ALTERATIONS

12.1 Initial Construction. Landlord warrants and agrees that at any time on or after the Date of Lease Tenant may take possession of the Premises for the purpose of constructing the Tenant Improvements (as defined in the Work Agreement). Landlord and Tenant agree that Tenant shall be responsible for the construction of the Tenant Improvements and that Tenant shall cause the construction to be performed in accordance with the provisions of this Lease, including, without limiting the generality of the foregoing, this Article XII and Exhibits B-1 and B-2 hereto. Entry and possession of the Premises for construction purposes shall not be construed occupancy for the Permitted Use, as set forth in Article III. TENANT ACCEPTS THE PREMISES "AS IS", "WHERE IS" AND WITH ANY AND ALL FAULTS (WITH THE EXCEPTION OF LATENT DEFECTS IN BUILDING SYSTEMS SUCH AS ELECTRICAL, MECHANICAL, HVAC, PLUMBING, SEWER, AND FIRE-LIFE-SAFETY SYSTEMS), AND LANDLORD NEITHER MAKES NOR HAS MADE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE QUALITY, SUITABILITY OR FITNESS THEREOF OF THE PREMISES, OR THE CONDITION OR REPAIR THEREOF. TENANT TAKING POSSESSION OF THE PREMISES SHALL BE CONCLUSIVE EVIDENCE FOR ALL PURPOSES OF TENANT'S ACCEPTANCE OF THE PREMISES IN GOOD ORDER AND SATISFACTORY CONDITION, AND IN A STATE AND CONDITION SATISFACTORY, ACCEPTABLE AND SUITABLE FOR TENANT'S CONSTRUCTION OF THE TENANT IMPROVMENTS AND TENANT'S USE PURSUANT TO THIS LEASE.

12.2 Alterations. In addition to the Tenant Improvements, Tenant may (a) make improvements, additions, installations and changes to the Premises which do not affect Building Systems or structural components, the cost of which must not exceed \$5,000.00 in any twelve-month period, and (b) paint, install wallcovering and recarpet the Premises (collectively, "Permitted Alterations"), without Landlord's prior written consent, but with reasonable notice to Landlord in order to permit planning and coordination of deliveries and use of elevators. Apart from Permitted Alterations and the Tenant Improvements, Tenant shall not make or permit any other alterations, decorations, additions or improvements of any kind or nature to the Premises or the Project without the prior written consent of Landlord, said consent not to be unreasonably withheld ("Consent Required Alterations"). Landlord may impose any reasonable conditions to its consent, including, without limitation: (i) delivery to Landlord of written and unconditional waivers of mechanic's and materialmen's liens as to the Project for all work, labor and services to be performed and materials to be furnished, signed by all contractors, subcontractors, materialmen and laborers participating in the Alterations; (ii) prior approval of the plans and specifications and contractor(s) with respect to the Alterations and any other documents and information reasonably requested by Landlord; (iii) supervision by Landlord's representative, at Tenant's expense, of the Alterations; and (iv) proof of worker's compensation insurance and commercial general liability insurance in such amounts and meeting such requirements as requested by Landlord. All Permitted Alterations and Consent Required Alterations (collectively "Alterations") and the Tenant Improvements shall conform to the requirements of Landlord's and Tenant's insurers and of the federal, state and local governments having jurisdiction over the Premises, including, without limitation, the Americans with Disabilities Act of 1990 (42 U.S.C. Section 12101, et seq.), the OSHA General Industry Standard (29 C.F.R. Section 1910.1001, et seq.), and the OSHA Construction Standard (29 C.F.R. Section 1926.1001, et seq.) and shall be performed in accordance with the terms and provisions of this Lease and in a good and workmanlike manner befitting a first class office building. If the Alterations or Tenant Improvements are not performed as herein required, Landlord shall have the right, at Landlord's option, to

United HealthCare Services, Inc.  
Lenox Park Building A

halt the Tenant Improvements or any further Alterations, or to require Tenant to perform the Tenant Improvements or Alterations as herein required, or to require Tenant to return the Premises to its condition before any such Alterations. Subject to Section 12.4 herein, all Tenant Improvements, Alterations, fixtures, wiring and cabling, whether temporary or permanent in character, made in or upon the Premises either by Tenant or Landlord, will immediately become Landlord's property and, at the end of the Term will remain on the Premises without compensation to Tenant. Tenant acknowledges that Landlord shall have no liability or obligation to Tenant or any other party as a result of review, approval or oversight of the proposed Tenant Improvements or Alterations, except in connection with any gross negligence or willful misconduct by Landlord with regard thereto; and Tenant hereby releases Landlord from any such liability or obligation and indemnifies Landlord from any claims asserted against Landlord with respect thereto (including attorney fees and costs of defense). Subject to the terms and provisions hereof, Tenant shall have the right to install its own separate security system for all or part of the Premises in a manner approved by Landlord (Landlord's consent not to be unreasonably withheld). In the event that Tenant installs such separate security system, Tenant shall be required at Tenant's cost to remove it upon expiration or termination of the Lease and to repair any damage caused by such removal, as more fully described in Section 23.1.

12.3 Mechanics' Liens. Tenant will pay or cause to be paid all costs and charges for: (i) work done by Tenant or caused to be done by Tenant, in or to the Premises; and (ii) materials furnished for or in connection with such work. **Tenant will indemnify Landlord against and hold Landlord, the Premises, and the Project free, clear and harmless of and from all mechanics' liens and claims of liens, and all other liabilities, liens, claims, and demands on account of such work by or on behalf of Tenant.** If any such lien, at any time, is filed against the Premises, or any part of the Project, Tenant will cause such lien to be discharged of record within twelve (12) days after the filing of such lien, except that in the event Tenant, in its sole discretion, desires to contest such lien, it will furnish Landlord, within such 12-day period, security reasonably satisfactory to Landlord of at least 150% of the amount of the claim, plus estimated costs and interests. If a final judgment establishing the validity or existence of a lien for any amount is entered, Tenant will immediately pay and satisfy the same. If Tenant fails to pay any charge for which a mechanic's lien has been filed, and has not given Landlord security as described above, Landlord may, at its option, pay such charge and related costs and interest, and the amount so paid, together with attorneys' fees incurred in connection with such lien, will be immediately due from Tenant to Landlord as Additional Rent. Nothing contained in this Lease will be deemed the consent or agreement of Landlord to subject Landlord's interest in all or any portion of the Project to liability under any mechanics' lien or to other lien law. If Tenant receives notice that a lien has been or is about to be filed against the Premises or any part of the Project or any action affecting title to the Project has been commenced on account of work done by or for or materials furnished to or for Tenant, it will immediately give Landlord written notice of such notice. At least fifteen (15) days prior to the commencement of any work (including, but not limited to, any maintenance, repairs or Alteration) in or to the Premises, by or for Tenant, Tenant will give Landlord written notice of the proposed work and the names and addresses of the persons supplying labor and materials for the proposed work. Landlord will have the right to post notices of non-responsibility or similar notices, if applicable, on the Premises or in the public records in order to protect the Premises against such liens.

12.4 Removal of Alterations. All or any part of the Alterations (excluding, however, telephone, communications, data, internet and other cabling or wiring), whether made with or without the consent of Landlord, shall, at the election of Landlord, either be removed by Tenant at its expense before



the expiration of the Term or shall remain upon the Premises and be surrendered therewith at the Expiration Date or earlier termination of this Lease as the property of Landlord without disturbance, molestation or injury. If Landlord requires the removal of all or part of the Alterations, Landlord shall provide Tenant notice of such requirement at the time of its consent, or, in the case of Permitted Alterations, no later than thirty (30) days before the expiration of the Term. Tenant, at its expense, shall repair any damage to the Premises or the Project caused by such required removal and restore the Premises and the Project to its condition prior to the construction of such Alterations. If Tenant fails to remove the Alterations upon Landlord's request and repair and restore the Premises and Project, then Landlord may (but shall not be obligated to) remove, repair and restore the same and the cost of such removal, repair and restoration together with any and all damages which Landlord may suffer and sustain by reason of the failure of Tenant to remove, repair and restore the same, shall be charged to Tenant and paid upon demand.

12.5 Landlord Alterations. Except as may be required with regard to its maintenance, repair and replacement obligations under this Lease, Landlord shall have no obligation to make any alterations in or to the Premises or the Project in connection with or as a result of this Lease or Tenant's occupancy of the Premises.

#### ARTICLE XIII SIGNS

No sign, advertisement or notice shall be inscribed, painted, affixed, placed or otherwise displayed by Tenant on any part of the Project or the outside or the inside (including, without limitation, the windows) of the Building or the Premises. Landlord shall provide, at Landlord's expense, a directory in the lobby of the Building listing all Building tenants (including Tenant), but shall have no obligation to list any assignees or subtenants. Landlord shall provide, at Landlord's expense, a listing for Tenant in a prominent position on the monument sign dedicated to the Building. Landlord also shall, at Landlord's expense, place the suite number and Tenant name on or in the immediate vicinity of the entry door to the Premises using Building standard sign material and lettering. Landlord shall have no obligation to provide any entry door signage for the benefit of any assignee or subtenant and any such signage provided by another party identifying the suite number and/or assignee or subtenant name in the Building shall be consistent with Building standard sign material and lettering and located on or in the immediate vicinity of the entry door to the assigned or sublet portion of the Premises. If any prohibited sign, advertisement or notice is nevertheless exhibited by Tenant, Landlord shall have the right to remove the same, and Tenant shall pay upon demand any and all expenses incurred by Landlord in such removal, together with interest thereon at the Interest Rate from the demand date.

#### ARTICLE XIV TENANT'S EQUIPMENT AND PROPERTY

14.1 Moving Tenant's Property. Any and all damage or injury to the Premises or the Project caused by moving the property of Tenant into or out of the Premises, or due to the same being on the Premises, shall be repaired by Landlord, at the expense of Tenant. No furniture, equipment or other bulky matter of any description shall be received into the Building or carried in the elevators except as may be approved in writing by Landlord, and the same shall be delivered only through the designated delivery entrance and freight elevator, if any, in the Building, at such times as shall be designated in writing by Landlord. All moving of furniture, equipment, and other materials shall be subject to such rules and

regulations as Landlord may promulgate from time to time and provide to Tenant in writing; provided however, in no event shall Landlord be responsible for any damages to or charges for moving the same. Tenant shall promptly remove from the Common Area any of Tenant's furniture, equipment or other property there deposited.

14.2 Installing and Operating Tenant's Equipment. Without first obtaining the written consent of Landlord, such consent not to be unreasonably withheld, Tenant shall not install or operate in the Premises (i) any electrically operated equipment or other machinery, other than standard office equipment that does not require wiring, cooling or other service in excess of Building standards, (ii) any equipment of any kind or nature whatsoever which will require any changes, replacements or additions to, or changes in the use of, any water, heating, plumbing, air conditioning or electrical system of the Premises or the Project, or (iii) any equipment which exceeds the load capacity per square foot for the Building. Landlord's consent to such installation or operation may be conditioned upon the payment by Tenant of additional compensation for any excess consumption of utilities and any additional power, wiring, cooling or other service (as determined in the sole discretion of Landlord) that may result from such equipment. Machines and equipment which cause noise or vibration that may be transmitted to the structure of the Building or to any space therein so as to be objectionable to Landlord or any other Project tenant shall be installed and maintained by Tenant, at its expense, on vibration eliminators or other devices sufficient to eliminate such noise and vibration.

#### ARTICLE XV RIGHT OF ENTRY

15.1 Secured Areas. Landlord agrees that Tenant may designate certain portions of the Premises, not exceeding 300 square feet of Rentable Area in the aggregate, as "Secured Areas" by the delivery of written notice to Landlord depicting the exact location of such areas. Notwithstanding the foregoing, Tenant may not designate areas as "Secured Areas" if such designation is in violation of applicable laws, regulations, or codes or would prohibit Landlord free access to any fan room, mechanical room, or other portion of the Premises which Landlord deems necessary or desirable to enter in connection with the repair, maintenance, operation, or upgrading of Building systems and/or equipment or serving or providing services to other tenants in the Building, such as through riser closets, electrical rooms, and other portions of the Premises. Tenant shall not be required to furnish Landlord with door keys or other entry devices to the Secured Areas. Landlord agrees not to access the Secured Area unless and until Tenant has been given three (3) business days' prior written notice and then Landlord may only access the Secured Areas with a Tenant escort, which Tenant promises to provide. If Landlord reasonably determines that it is necessary for Landlord to enter the Secured Areas in an emergency situation, Tenant must immediately permit such entry. If Tenant is unavailable to provide such consent or if Tenant refuses to permit Landlord to enter into the Secured Areas, Landlord may use such force as Landlord deems reasonably necessary to obtain entry into the Secured Areas and Landlord shall not be responsible for any damage to Tenant's property or the Premises caused by Landlord's forced entry. Landlord shall not provide janitorial service or other services to the Secured Areas.

15.2 Access to Other Areas. Except for Secured Areas, Tenant shall permit Landlord or its Agents, during business hours and with twenty-four hours prior notice, to enter the Premises, without charge therefor to Landlord and without diminution of Rent: (i) to examine, inspect and protect the Premises and the Project; (ii) to make such alterations and repairs which in the reasonable judgment of Landlord may be deemed necessary or desirable; (iii) to exhibit the same to prospective purchaser(s) of



the Building or the Project or to present or future Mortgagees; or (iv) to exhibit the same to prospective tenants during the last nine (9) months of the Term. Furthermore, except for Secured Areas, Tenant shall permit Landlord or its Agents, at any time and without prior notice, to enter the Premises, without charge therefor to Landlord and without diminution of Rent: (v) to perform janitorial and other regular maintenance services as contemplated by this Lease, and (vi) to perform emergency services, as reasonably determined by Landlord to be necessary.

## ARTICLE XVI INSURANCE

16.1 Certain Insurance Risks. Tenant will not do or permit to be done any act or thing upon the Premises or the Project which would: (i) jeopardize or be in conflict with fire insurance policies covering the Project, and fixtures and property in the Project; or (ii) increase the rate of fire insurance applicable to the Project to an amount higher than it otherwise would be for general office use of the Project; or (iii) subject Landlord to any liability or responsibility for injury to any person or persons or to property by reason of any business or operation being conducted upon the Premises.

16.2 Landlord's Insurance. At all times during the Term, Landlord will carry and maintain:

(a) Fire and extended coverage insurance covering the Building, its equipment and common area furnishings, and leasehold improvements in the Premises to the extent of any initial build out of the Premises by the Landlord;

(b) Bodily injury and property damage insurance; and

(c) Such other insurance as Landlord reasonably determines from time to time.

The insurance coverages and amounts in this Section 16.2 will be determined by Landlord in an exercise of its reasonable discretion.

16.3 Tenant's Insurance. At all times during the Term, Tenant will carry and maintain, at Tenant's expense, the following insurance, in the amounts specified below or such other amounts as Landlord may from time to time reasonably request, with insurance companies and on forms satisfactory to Landlord:

(a) Bodily injury and property damage liability insurance, with a combined single occurrence limit of not less than \$1,000,000. All such insurance will be on an occurrence ISO commercial general liability form including without limitation, personal injury and contractual liability coverage for the performance by Tenant of the indemnity agreements set forth in Article XVIII of this Lease. Such insurance shall include waiver of subrogation rights in favor of Landlord and Landlord's management company;

(b) Insurance covering all of Tenant's furniture and fixtures, machinery, equipment, stock and any other personal property owned and used in Tenant's business and found in, on or about the Project, and any leasehold improvements to the Premises in excess of any initial buildout of the Premises by the Landlord, in an amount not less than the full replacement cost. Property forms will provide coverage on an open perils basis insuring against "all risks of direct physical loss." Tenant shall use the

proceeds of such insurance to repair or replace the property damaged or destroyed, however, if this Lease ceases under the provisions of Article XX, Tenant will be entitled to any proceeds resulting from damage to Tenant's furniture and fixtures, machinery and equipment, stock and any other personal property;

(c) Worker's compensation insurance insuring against and satisfying Tenant's obligations and liabilities under the worker's compensation laws of the state in which the Premises are located, including employer's liability insurance in the limit of \$1,000,000 aggregate. Such insurance shall include waiver of subrogation rights in favor of Landlord and Landlord's management company;

(d) If Tenant operates owned, hired, or nonowned vehicles on the Project, comprehensive automobile liability will be carried at a limit of liability not less than \$1,000,000 combined bodily injury and property damage;

(e) Umbrella liability insurance in excess of the underlying coverage listed in paragraphs (a), (c) and (d) above, with limits of not less than \$4,000,000 per occurrence/\$4,000,000 aggregate; and

(f) All insurance required under this Article XVI shall be issued by such good and reputable insurance companies qualified to do and doing business in the state in which the Premises are located and having a rating not less than A:VIII as rated in the most current copy of Best's Insurance Report in the form customary to this locality.

**16.4 Forms of the Policies.** Landlord, Landlord's management company and such other parties as Landlord shall designate to Tenant who have an insurable interest in the Premises or Project shall be (i) named as additional insured with respect to the coverages provided for under Section 16.3 (a), (c), (d) and (e) (other than Worker's Compensation), and (ii) as loss payees as their interest may appear with respect to the coverage provided under Section 16.3 (b). Certificates of insurance together with copies of the policies and any endorsements naming Landlord, Landlord's management company, and any others specified by Landlord as additional insureds or loss payee (as the case may be) will be delivered to Landlord prior to Tenant's occupancy of the Premises and from time to time at least sixty (60) days prior to the expiration of the term or reduction in coverage of each such policy. All commercial general liability and property policies herein required to be maintained by Tenant will be written as primary policies, not contributing with and not supplemental to the coverage that Landlord may carry. Commercial general liability insurance required to be maintained by Tenant by this Article XVI will not be subject to a deductible. In the event Tenant fails to purchase and maintain any of the insurance required hereunder, Landlord reserves the right, but not the obligation, to purchase such insurance on behalf of Tenant, and at Tenant's expense, with any expenses incurred by Landlord in connection therewith being reimbursed to Landlord by Tenant within thirty (30) days of written demand thereof.

**16.5 Waiver of Subrogation.** Landlord and Tenant release each other from any liability for loss or damage by fire or other casualty covered by the property insurance policies required under this Lease, or actually carried by either of them, whether or not the loss or damage resulted from the negligence of the other, its agents or employees. Each party will obtain policies of insurance containing waiver of subrogation provisions, or otherwise providing that this release will not adversely affect the rights of the insureds under the policies. The releases in this section will be effective as to any loss required under the provisions of this Lease to be insured, whether or not the loss was actually insured.

16.6 Adequacy of Coverage. Landlord and its Agents make no representation that the limits of liability specified to be carried by Tenant pursuant to this Article XVI are adequate to protect Tenant. If Tenant believes that any of such insurance coverage is inadequate, Tenant will obtain such additional insurance coverage as Tenant deems adequate, at Tenant's sole expense. Furthermore, in no way does the insurance required herein limit the liability of Tenant assumed elsewhere in the Lease.

## ARTICLE XVII LANDLORD SERVICES AND UTILITIES

17.1 Ordinary Services to the Premises. Landlord shall furnish to the Premises throughout the Term: (i) heating, ventilation, and air conditioning ("HVAC") appropriate for the Permitted Use during the hours of 6:00 A.M. and 6:00 P.M., Monday through Friday and during the hours of 7:00 A.M. and 1:00 P.M. on Saturday, except for legal holidays observed by the federal government; (ii) reasonable janitorial service, including trash removal from the Premises, substantially in accordance with the schedule attached hereto as Exhibit E; (iii) reasonable use of all existing basic intra-Building and/or Project telephone and network cabling; (iv) hot and cold water from points of supply sufficient for drinking, lavatory, toilet and ordinary cleaning purposes; (v) restrooms; (vi) automatic passenger elevators and service elevators, which must provide access to the Premises twenty four (24) hours a day, seven (7) days a week, including holidays, and when Tenant moves into and out of the Premises, provided that Landlord shall have the right to remove such elevators from service as may be required for moving freight or for servicing or maintaining the elevators or the Building; (vii) proper facilities to furnish sufficient electrical power for Building standard lighting, typewriters, dictating equipment, calculating machines, personal computers and other machines of similar low electrical consumption, but not including electricity and air conditioning units required for equipment of Tenant that is in excess of Building standard; (viii) access to, and egress from, the Building, the Premises, the Common Areas and the parking spaces provided by Landlord to Tenant, twenty four (24) hours per day, seven (7) days per week, and (ix) extermination and pest control when necessary. The cost of all services provided by Landlord hereunder shall be included within Operating Expenses, unless charged directly (and not as a part of Operating Expenses) to Tenant or another tenant of the Project. Landlord may establish reasonable measures to conserve energy and water.

17.2 Additional Services. Should Tenant desire any additional services beyond those described in Section 17.1 hereof or a rendition of any of such services outside the normal times for providing such service, Landlord may (at Landlord's option), upon reasonable advance notice from Tenant to Landlord, furnish such services, and Tenant agrees to pay Landlord upon demand Landlord's additional expenses resulting therefrom. Landlord may, from time to time during the Term, set a per hour charge for after hours service which shall include the utility, service, labor, and administrative costs and a cost for depreciation of the equipment used to provide such after hours service. Landlord's charges for after-hours HVAC service shall be at the rate of \$25/hour per each area equivalent which is served by such after-hours HVAC services, but not to exceed \$60/hour for an entire floor, with a minimum of two (2) hours of service charges per requested utilization of such service. For purposes of this Section, the term "area equivalent" means a contiguous portion of a floor of the Building containing 6,000 Rentable Square Feet or less. For additional services other than after-hours HVAC service, Landlord may, from time to time, charge Tenant the actual direct costs (including overtime) incurred by Landlord. Should Landlord consent to a Tenant request for additional telecommunications services to the Project or the Building, Tenant shall pay as Additional Rent the actual installation, repair and maintenance charges for such use, including the cost of installing any necessary additional riser capacity, plus ten percent (10%) of

such expense for Landlord's overhead. Should Tenant install (with Landlord's consent, not to be unreasonably withheld) supplemental HVAC systems or units to serve the Premises, Tenant shall pay the actual installation, repair and maintenance charges for such systems or units, as well as the electricity charges for operating the same.

17.3 Interruption of Services. Landlord will not be liable to Tenant or any other person, for direct or consequential damage, or otherwise, and Tenant (except as hereinafter provided) shall not be entitled to any abatement or reduction of rent, for any failure to supply any heat, air conditioning, elevator, cleaning, lighting or security or for any surges or interruptions of electricity, telecommunications or other service Landlord has agreed to supply during any period when Landlord uses reasonable diligence to supply such services. Notwithstanding the foregoing, to the extent that services to be provided by Landlord, as set out in Section 17.1, are interrupted for reasons within Landlord's reasonable control, and as a result, Tenant's space is untenable for more than three (3) days (excluding weekends and holidays), then Tenant's rent for the untenable portion of the Premises shall abate beginning with the first day of interruption of such services and ending one (1) day following restoration of service and resumption of tenability of such space. Landlord reserves the right temporarily to discontinue such services, or any of them, at such times as may be necessary by reason of accident, repairs, alterations or improvement, strikes, lockouts, riots, acts of God, governmental preemption in connection with a national or local emergency, any rule, order or regulation of any governmental agency, conditions of supply and demand which make any product unavailable, Landlord's compliance with any mandatory or voluntary governmental energy conservation or environmental protection program, or any other happening beyond the control of Landlord. Landlord will not be liable to Tenant or any other person or entity for direct or consequential damages, and Tenant shall not be entitled to any abatement or reduction of rent, resulting from the admission to or exclusion from the Building or Project of any person. In the event of invasion, mob, riot, public excitement or other circumstances rendering such action advisable in Landlord's reasonable opinion, Landlord will have the right to prevent access to the Building or Project during the continuance of the same by such means as Landlord, in its reasonable discretion, may deem appropriate, including, without limitation, locking doors and closing Parking Facilities and the Common Area. Landlord will not be liable for damages to persons or property or for injury to, or interruption of, business for any discontinuance permitted under this Article XVII, nor will such discontinuance in any way be construed as an eviction of Tenant or cause an abatement of rent or operate to release Tenant from any of Tenant's obligations under this Lease.

17.4 Meters. Landlord reserves the right to separately meter or monitor the utility services provided to the Premises (at Tenant's expense, in the event Tenant's electrical usage exceeds normal business office usage levels as determined by Landlord) and bill the charges directly to Tenant or to separately meter any other tenant and bill the charges directly to such tenant and to make appropriate adjustments to the Operating Expenses based on the meter charges.

17.5 Utility Charges. All telephone, electricity, gas, heat and other utility service used by Tenant in the Premises shall be paid for by Tenant except to the extent the cost of same is included within Operating Expenses.

#### ARTICLE XVIII LIABILITY OF LANDLORD AND TENANT

**18.1 Indemnification.** Landlord will indemnify and defend and hold harmless Tenant against liabilities, losses, claims, demands, damages or expenses to the extent arising from Landlord's gross negligence or willful misconduct; or Landlord's default of this Lease. Tenant will neither hold nor attempt to hold Landlord or its respective Agents liable for, and Tenant will indemnify and hold harmless Landlord, and its respective Agents, from and against, any and all demands, claims, causes of action, fines, penalties, damages, liabilities, judgments, and expenses (including, without limitation, attorneys' fees) to the extent arising from:

(a) The use or occupancy or manner of use or occupancy of the Premises by Tenant or any person claiming under Tenant or the Agents of Tenant or any such person;

(b) Any activity, work or thing done, permitted or suffered by Tenant, any person claiming under Tenant or the Agents of Tenant or any such person in or about the Premises or the Project;

(c) Any acts, omissions or negligence of Tenant or any person claiming under Tenant, or the Agents of Tenant or any such person;

(d) Any breach, violation or nonperformance by Tenant or any person claiming under Tenant or the Agents of Tenant or any such person of any term, covenant or provision of this Lease or any law, ordinance or governmental requirement of any kind; and

(e) Any injury or damage to the person, property or business of Tenant, or any person claiming under Tenant or the Agents of Tenant or any such person or any other person entering upon the Premises or the Project under the express or implied invitation of Tenant;

except as to each of the indemnifications set forth above for any injury or damage to persons or property on the Premises which is solely caused by the negligence or willful misconduct of Landlord.

If any action or proceeding is brought against Landlord, or its respective Agents by reason of any such claim for which Tenant has indemnified Landlord, or its respective Agents, Tenant, upon notice from Landlord, shall defend the same at Tenant's expense with counsel reasonably satisfactory to Landlord, as appropriate.

**18.2 Waiver and Release.** Tenant, as a material part of the consideration to Landlord for this Lease, by this Section 18.2 waives and releases all claims against Landlord, and its Agents with respect to all matters for which Landlord has disclaimed liability pursuant to the provisions of this Lease. Except for any damage or injury to person or property on the Premises which is solely caused by the negligence or willful misconduct of Landlord, Tenant covenants and agrees that Landlord and its Agents will not at any time or to any extent whatsoever be liable, responsible or in any way accountable for any loss, injury, death or damage (including consequential damages) to persons, property or Tenant's business occasioned by any acts or omissions of any other tenant, occupant or visitor of the Project, or from any cause, either ordinary or extraordinary, beyond the control of Landlord.

## ARTICLE XIX

United HealthCare Services, Inc.  
Lenox Park Building A



↓

**FIRST AMENDMENT TO COMMERCIAL OFFICE LEASE**

*April*  
THIS FIRST AMENDMENT TO COMMERCIAL OFFICE LEASE (this "Amendment") dated ~~March~~ 1, 2013 (the "Extended Term Commencement Date"), is made by and between NNN Lenox Park, LLC, et al, by and through its court appointed receiver Commercial Advisors Asset Services, LLC for the Chancery Court of Shelby County, Tennessee, in Case No. CH-12-1205-1, having an address at 5101 Wheelis Dr., Suite 320, Memphis, Tennessee 38117 ("Landlord"), and United HealthCare Services, Inc., a Minnesota corporation, having an address at 9900 Bren Road East, MN008-W310, Minnetonka, Minnesota 55343, Attn: Lease Administration ("Tenant").

**WITNESSETH:**

**WHEREAS**, Landlord and Tenant are parties to that certain Commercial Office Lease dated July 30, 2008, by and between Tenant and NNN Lenox Park, LLC, NNN Lenox Park 1, LLC, NNN Lenox Park 2, LLC, NNN Lenox Park 3, LLC, NNN Lenox Park 4, LLC, NNN Lenox Park 5, LLC, NNN Lenox Park 6, LLC, NNN Lenox Park 7, LLC, NNN Lenox Park 8, LLC, NNN Lenox Park 9, LLC, NNN Lenox Park 10, LLC, NNN Lenox Park 11, LLC, NNN Lenox Park 12, LLC, NNN Lenox Park 13, LLC, NNN Lenox Park 14, LLC, NNN Lenox Park 15, LLC, NNN Lenox Park 16, LLC, NNN Lenox Park 17, LLC, NNN Lenox Park 18, LLC, NNN Lenox Park 19, LLC, NNN Lenox Park 20, LLC, NNN Lenox Park 21, LLC, NNN Lenox Park 22, LLC, NNN Lenox Park 23, LLC, NNN Lenox Park 24, LLC, NNN Lenox Park 26, LLC, NNN Lenox Park 27, LLC, NNN Lenox Park 28, LLC, NNN Lenox Park 29, LLC, NNN Lenox Park 30, LLC, NNN Lenox Park, LLC 31, NNN Lenox Park 32, LLC, NNN Lenox Park 33, LLC, each one a Delaware limited liability company (the "Lease");

**WHEREAS**, Landlord leases to Tenant pursuant to the Lease that certain Premises containing approximately 18,076 Rentable Square Feet located in Suite 400 in the Building, commonly known as Lenox Park Building A, located at 3175 Lenox Park Boulevard, Memphis, Tennessee 38115; and

**WHEREAS**, Landlord and Tenant desire to reduce the size of the Premises, extend the Term of the Lease, and make additional amendments to the Lease, as more particularly set forth below:

**NOW, THEREFORE**, in consideration of the foregoing, the mutual covenants herein contained and each act performed hereunder by the parties and for other good and valuable consideration, Landlord and Tenant hereby enter into this Amendment and agree as follows:

1. Incorporation of Recitals. The foregoing recitals are specifically incorporated in this Amendment by this reference.

2. Capitalized Terms. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Lease.

3. Premises. Tenant shall surrender to Landlord and Landlord shall accept from Tenant that certain portion of the Premises (the "Reduction Premises"), as shown in Exhibit A-1, on or before the date which is ninety (90) days following the Extended Term Commencement Date (the "Reduction Date") in accordance with the terms of the Lease. Section 1.3 of the Lease is hereby amended such that, as of Reduction Date, the Premises shall consist of an aggregate of approximately 10,753 Rentable Square Feet on the fourth floor of the Building as outlined on Exhibit A-2 to this Amendment.

4. Term. Section 1.10 of the Lease is hereby amended such that, as of the Extended Term Commencement Date, the term of the Lease shall be extended for sixty (60) months plus any partial

month, if any, in which the Extended Term Commencement Date falls (the “**Extended Term**”), commencing on the Extended Term Commencement Date and expiring on the Expiration Date. “**Expiration Date**” as used herein and throughout the Lease shall mean midnight Eastern Time on the last day of the month of the sixtieth (60th) full month following the Extended Term Commencement Date. “**Term**” as used herein and throughout the Lease shall mean the original Term and the Extended Term. Landlord and Tenant shall enter into a letter agreement substantially in the form attached hereto as **Exhibit B-1**, specifying the Extended Term Commencement Date and the Expiration Date.

5. **Rent.** Section 1.11 of the Lease is hereby amended such that Tenant shall pay to Landlord Basic Rent for the Extended Term in the amounts set forth in the chart below, based on the reduced square footage of 10,753. If the Extended Term Commencement Date does not fall on the first day of the month, the first month of the Extended Term shall be deemed to include both the partial month in which the Extended Term Commencement Date occurs and the first full month of the Extended Term, and Base Rent shall be prorated on a per diem basis for such partial month.

Time Period	Base Rent (per rentable square feet per annum)	Annual Base Rent	Monthly Base Rent
Months 1-12	\$18.50	\$198,930.50	\$16,577.54
Months 13-24	\$18.87	\$202,909.11	\$16,909.09
Months 25-36	\$19.25	\$206,995.25	\$17,249.60
Months 37-48	\$19.63	\$211,081.39	\$17,590.12
Months 49-60	\$20.02	\$215,275.06	\$17,939.59

6. **Additional Rent.** During the Extended Term, Tenant shall continue to pay, as Additional Rent, the Operating Expense Rental and Impositions Rental pursuant to the Articles VI and VII of the Lease. Notwithstanding the foregoing, Section 1.12 of the Lease is hereby amended such that beginning on January 1, 2013, the Base Year used for the remainder of the Term shall be the calendar year 2013. Furthermore, if the Building is less than ninety-five percent (95%) occupied during the Base Year, then the applicable expenses shall be increased to the amount Landlord reasonably determines would have been incurred during the Base Year if the Building had been fully occupied during the Base Year.

7. **Tenant’s Proportionate Share.** Section 1.15 of the Lease is hereby amended such that Tenant’s Proportionate Share of the Building shall be 11.17%.

8. **Parking Space Allocation.** Pursuant to Section 1.16 and Article VIII of the Lease, Landlord shall continue to provide to Tenant throughout the Term the non-exclusive right in common with other tenants to use five (5) parking spaces per one thousand (1,000) Rentable Square Feet of the Premises, within the Parking Facilities on an unreserved basis.

9. **Landlord’s Address.** Section 1.20 is hereby amended to reflect the following notice address for Landlord:

If to Landlord: Commercial Advisors Asset Services  
5101 Wheelis Drive, Suite 320  
Memphis, Tennessee 38117  
Attn: Jeff Higdon  
Phone: (901) 273-2373  
[JHigdon@commadv.com](mailto:JHigdon@commadv.com)

With a copy to: CWCapital Asset Management LLC  
7501 Wisconsin Avenue, Suite 500 West  
Bethesda, Maryland 20814  
Attention: David Hagan  
[dhagan@cwcapital.com](mailto:dhagan@cwcapital.com)

With a copy to: Quilling, Selander, Lownds, Winslett & Moser, PC  
2001 Bryan Street, Suite 1800  
Dallas, Texas 75201  
Attn: Paul C. Webb, Esq.  
Phone: (214) 880-1881  
Fax: (214) 871-2111  
[pwebb@qslwm.com](mailto:pwebb@qslwm.com)

10. Payment Address. Section 1.23 of the lease is hereby amended to reflect the following address to which Tenant shall send all payments:

Inland American Distribution, LLC  
c/o Commercial Advisors Asset Services  
5101 Wheelis Drive, Suite 320  
Memphis, Tennessee 38117

11. Tenant Improvements.

a. General. Article XII of the Lease is hereby amended such that the parties agree that Landlord shall make no improvements, alterations, renovations, modifications or additions to the Premises, except as otherwise provided herein, and Tenant hereby accepts the Premises in its present "AS IS" condition.

b. Tenant Improvement Allowance. Notwithstanding the foregoing, Landlord shall provide Tenant the amount of Eight and 00/100 Dollars per rentable square foot (\$8.00/rsf) or approximately Eighty-Six Thousand Twenty-Four and 00/100 Dollars (\$86,024.00) (the "**Tenant Improvement Allowance**") to be used for improvements to the Premises (the "**Tenant Improvements**"), including all associated construction, architectural, engineering and space planning fees as well as Landlord's construction management fee, which is equal to four percent (4%) of that portion of the Tenant Improvement Allowance actually disbursed (i.e. \$0.29 per rentable square foot of the Tenant Improvement Allowance actually disbursed).

c. Plans. All plans and specifications (the "**Plans**") for the Tenant Improvements shall be subject to Landlord's prior approval, which shall not be unreasonably withheld, conditioned or delayed. Landlord shall provide written notice of its approval or rejection of the Plans within ten (10) business days after receipt of the proposed Plans. Tenant shall have five (5) business days following Tenant's receipt of Landlord's rejection of the Plans in order to submit revised Plans for Landlord's approval, and Landlord shall provide written notice of its approval or rejection of the revised Plans in accordance with the procedures set forth in this Section 11(c).

d. Payment. Tenant shall submit paid invoices and supporting documentation to Landlord for the costs of the Tenant Improvements, and Landlord shall reimburse Tenant for such costs, not to exceed the Tenant Improvement Allowance. If Landlord fails to pay any portion of the Tenant Improvement Allowance within sixty (60) days following Landlord's receipt of such paid invoices and



supporting documentation, Tenant shall have the right to offset such unpaid amount of the Tenant Improvement Allowance from the next payment of Base Rent due under the Lease. All costs exceeding the Tenant Improvement Allowance shall be paid by and billed to Tenant. If any portion of the Tenant Improvement Allowance is unused within one (1) year following the Extended Term Commencement Date, such unused portion shall be retained by Landlord and shall not be available to Tenant.

e. Contractor. The general contractor selected by Tenant to perform the Tenant Improvements shall be subject to Landlord's prior approval, which shall not be unreasonably withheld, conditioned or delayed. Landlord shall provide notice of its approval or rejection of the general contractor within ten (10) business days after receipt of Tenant's request for approval. Tenant shall have five (5) business days following Tenant's receipt of Landlord's rejection of the contractor in order to submit an alternate contractor for Landlord's approval, and Landlord shall provide written notice of its approval or rejection of such contractor in accordance with the procedures set forth in this Section 11(e). Tenant shall be entitled to use and employ competitive bidding to select the general contractor.

f. Selection of Design Professionals and Subcontractors. Tenant is entitled to use, and employ competitive bidding to select design professionals and contractors of its choosing for the Tenant Improvements, subject to paragraph (e) above. Tenant's contractors and subcontractors need not be members of any trade unions. Except as set forth in this Section 11, Tenant shall have the right to manage construction of the Tenant Improvements.

g. Construction. Landlord shall be responsible for the costs of utilities during the construction of the Tenant Improvements. Tenant shall have non-exclusive access to the Building and the Building elevators twenty-four (24) hours a day, seven (7) days a week during construction of the Tenant Improvements at no additional cost, provided that Tenant coordinates a schedule with the Landlord's construction manager and does not unreasonably interfere with the business operations of any other tenants of the Building.

h. Landlord Fees. Other than the construction management fee set forth in paragraph (b) above, Landlord shall charge no fees in connection with the Tenant Improvements.

i. Removal. Tenant shall not be required to remove any portion of the Tenant Improvements upon surrendering the Premises on the Expiration Date of the Lease.

12. Extension Terms. Article III of the Lease is hereby amended such that Tenant shall have two (2) options (each an "**Extension Option**") to renew the Term for an additional three (3) years (each an "**Extension Term**"). In order to exercise the Extension Option, Tenant must provide Landlord with written notice no less than six (6) months prior to the expiration of the Term of the Lease, and the Basic Rent for each Extension Term shall be as set forth in Section 1.11 and Section 25.31 of the Lease.

13. Signs. Article XIII of the Lease is hereby amended to allow Tenant, at its sole cost and expense, the right to install a listing on the monument sign for the Building in equal size to other tenant listings on the monument sign. Landlord shall not grant monument signage rights to any existing or future tenant of the Building which exceed the square footage of the monument signage rights granted to Tenant. In the event Tenant assigns its interest in the Lease to an entity affiliated with UnitedHealth Group, Incorporated, as the same may be constituted from time to time, such affiliated entity shall have the same signage rights as granted to Tenant hereunder and throughout the Lease. During the Term of the Lease, as may be extended, Landlord shall not name the Building for another healthcare or health insurance company.

14. Abandonment. Section 21.1 of the Lease is hereby amended to add the following sentence to the end thereof: Notwithstanding anything contained in this Lease to the contrary, Tenant may, from time to time, reduce or cease its business operations in the Premises, provided that Tenant otherwise continues to comply with the terms of this Lease, including, but not limited to, the payment of Basic Rent and all other amounts due to Landlord, and such cessation or reduction will not be deemed a vacation or an abandonment of the Premises nor will it be considered an Event of Default.

15. Latent Defects. Landlord, at Landlord's cost and expense, shall perform any work required to repair any latent defects in the Building, excluding the Premises, regardless of when such defects are first discovered.

16. Landlord Default. Section 21.8 of the Lease is hereby deleted in its entirety and replaced with the following: In the event of any default by Landlord, Tenant shall give Landlord written notice specifying such default with particularity, and Landlord shall have a period of thirty (30) days following receipt of such notice or if such repair cannot feasibly be completed within thirty (30) days such additional period as is reasonable under the circumstances to respond to the notice and repair, if applicable, in which to commence a reasonable cure of such default, and Landlord, upon commencing such cure, shall thereafter diligently pursue completion of such cure. Unless and until Landlord fails to commence and diligently pursue a reasonable cure of such default after such notice or complete same within a reasonable period of time, Tenant shall not have any remedy or cause of action by reason thereof. If Landlord fails to cure such default in accordance with the terms herein, and such default materially and adversely affects Tenant's ability to conduct business within the Premises, the Base Rent shall abate until Landlord cures such default. Tenant shall provide Landlord with written notice within forty-eight (48) hours of Tenant's exercise of this abatement right.

17. Financial Reports. Section 25.21 of the Lease is hereby deleted in its entirety and replaced with the following: If a current or prospective lender or mortgagee of Landlord, or a prospective purchaser or investor of the Premises requests Tenant's financial statements, then within thirty (30) days after receipt of a written request from Landlord (but in no event more than four times in any consecutive 12-month period during the Term), Tenant shall furnish to Landlord Tenant's most recent audited financial statements. If Tenant's financial statements are accessible on line through filings with the United States Securities and Exchange Commission, or any other governmental authority of which Tenant notifies Landlord and Landlord is readily able to access the website of such governmental authority, Tenant shall not be required to provide the requested financial information.

18. Termination Option. Section 25.32 of the Lease is hereby deleted in its entirety and replaced with the following: Tenant shall have a one-time right to terminate this Lease at the end of the thirty-sixth (36<sup>th</sup>) month of the Term ("**Early Termination**"), provided that Tenant gives written notice to Landlord of its exercise of the Early Termination twelve (12) months prior to the effective date of the Early Termination. In consideration for its exercise of the Early Termination, Tenant shall pay to Landlord an amount equal to the unamortized leasing commissions paid by Landlord in connection with this Lease, and an amount equal to the unamortized cost of two (2) months of Basic Rent (collectively, the "**Early Termination Fee**"). The Early Termination Fee shall be paid by Tenant in full at least thirty (30) days prior to the effective date of the Early Termination.

19. Right of First Offer. Section 25.33 of the Lease is hereby reinstated such that the rights provided to Tenant therein shall apply during Extended Term, except that the phrase "the first day of the third (3<sup>rd</sup>) Lease Year," in the first sentence of Section 25.33 is hereby replaced with "the date that is thirty-six (36) months after the Extended Term Commencement Date".

20. Expansion. Section 25.35 of the Lease is hereby reinstated such that the rights provided to Tenant therein shall apply to the Extended Term, except that the third sentence of Section 25.35(a) is hereby deleted and Section 25.35(b) is hereby amended and restated as follows: "In the event that Tenant shall exercise the right and option under this Section 25.35 at any time after the date that is forty-two (42) months after the Extended Term Commencement Date, the Term of the Lease (as to the initial Demised Premises, as well as the Expansion Space) shall be extended by the number of full months which have expired from the Commencement Date to the effective date of the leasing of the Expansion Space; and the Expiration Date shall similarly be extended by the same number of months. However, the Basic Rent shall be the escalated Basic Rent then in effect. As of the Expiration Date (as extended), Tenant shall continue to have the renewal options to extend the Lease for the Extension Terms."

21. Brokers. Landlord and Tenant each represents to the other that it has had no dealings, negotiations, or consultations with any broker, representative, employee, agent or other intermediary in connection with this Amendment, except that Landlord has retained the services of Commercial Advisors Asset Services, Attn: J. Bentley Pembroke ("**Landlord's Broker**") and Tenant has retained the services of Jones Lang LaSalle, Americas, Inc., Attn: Russ Westlake ("**Tenant's Broker**"). Landlord shall be solely responsible for paying the fees and commissions owed to Landlord's Broker, pursuant to a separate written agreement, and Landlord shall be solely responsible for paying the fees and commissions owed to Tenant's Broker, pursuant to a separate written agreement. Landlord and Tenant shall indemnify, defend and hold the other free and harmless from the claims of any broker(s), representative(s), employee(s), agent(s) or other intermediary(ies) claiming to have represented Landlord or Tenant, respectively, or otherwise to be entitled to compensation in connection with this Amendment. This mutual indemnity shall survive any termination of the Lease.

22. Representations and Warranties. Landlord and Tenant represent and warrant to each other that (i) such party is duly organized, validly existing and in good standing in accordance with the laws of the state under which it was organized; (ii) all action necessary to authorize the execution of this Amendment has been taken, including any requisite third-party approval; and (iii) the individual executing and delivering this Amendment on behalf of such party has been authorized to do so, and such execution and delivery shall bind such party.

23. Confidentiality. Landlord and Tenant shall keep the terms, conditions and provisions of the Lease and this Amendment strictly confidential. Neither Landlord nor Tenant shall publicize the negotiations or execution of this Amendment or the terms, conditions and provisions thereof. Landlord and Tenant shall inform Landlord's Broker and Tenant's Broker of the restrictions set forth in this section and require compliance with the same. Notwithstanding the foregoing, Landlord shall have the right to submit the Lease and this Amendment for review by any prospective purchaser of the Building or the Project.

24. Examination of this Amendment. Submission of this instrument for examination or signature to Tenant does not constitute a reservation or option, and it is not effective until execution by and delivery to both Landlord and Tenant.

25. Counterparts. This Amendment may be executed by electronic mail, fax (if promptly followed by the original) and in any number of counterparts, each of which shall constitute one and the same instrument, and either party hereto may execute this Amendment by signing any such counterpart.

26. Incorporation. This Amendment shall be incorporated into and made a part of the Lease, and all provisions of the Lease not expressly modified or amended hereby shall remain in full force and effect. Except as expressly modified hereby, nothing herein contained shall be construed to modify,

waive, impair, or affect any of the covenants, agreements, terms, provisions or conditions in the Lease or any of the parties' obligations or rights under the Lease. This Amendment and the Lease shall be construed as one instrument.

27. Consent of Special Servicer. The effectiveness of this Amendment is contingent upon approval by CWCapital Asset Management LLC, a Massachusetts limited liability company (the "**Special Servicer**"), in its capacity as special servicer to U.S. Bank National Association, successor to Wells Fargo Bank, N.A., as Trustee to the Registered Holders of Citigroup Commercial Mortgage Trust 2007-C6, Commercial Mortgage Pass-Through Certificates, Series 2007-C6.

28. Miscellaneous. This Amendment is binding on the parties' successors and assigns. Tenant shall not record this Amendment or any memorandum thereof without the prior written consent of Landlord, which consent may be withheld or deemed in its sole discretion. If any paragraph or provision herein is held invalid by a court of competent jurisdiction, all other paragraphs or severable provisions of this Amendment shall not be affected thereby, but shall remain in full force and effect. The Lease, as amended by this Amendment, contains the entire agreement of the parties and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. The Lease, as amended by this Amendment, shall be governed by and construed in accordance with the laws of the state in which the Premises are located.

***[SIGNATURE PAGES FOLLOW]***

**IN WITNESS WHEREOF**, Tenant has executed and sealed this Amendment on the date set forth below, effective as of the date last signed.

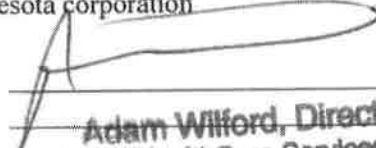
**TENANT:**

**United HealthCare Services, Inc.,**  
a Minnesota corporation

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

  
Adam Wilford, Director  
United HealthCare Services, Inc.


IN WITNESS WHEREOF, Landlord has executed and sealed this Amendment on the date set forth below, effective as of the date last signed.

Attest/Witness:

  
\_\_\_\_\_

**LANDLORD:**

**Commercial Advisors Asset Services, LLC** a Tennessee limited liability company, as Receiver for the Chancery Court of Shelby County, Tennessee, in Cause No. CH-12-1205-1, regarding NNN Lenox Park, LLC (and all tenants in common).

By:   
Name: Joey Bland  
Title: Court Appointed Receiver  
Date: April 2, 2013

**SPECIAL SERVICER ACKNOWLEDGEMENT**

**IN WITNESS WHEREOF**, Special Servicer has consents to, acknowledges and approves this Amendment as of the date indicated below Holder's signature.

**SPECIAL SERVICER:**

**CWCapital Asset Management LLC**, a Massachusetts limited liability company, solely in its capacity as Special Servicer to U.S. Bank National Association, successor to Wells Fargo Bank, N.A., as Trustee to the Registered Holders of Citigroup Commercial Mortgage Trust 2007-C6, Commercial Mortgage Pass-Through Certificates, Series 2007-C6

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_


  
Gregory C. White  
SVP  
4.11.13

Figure 1. A schematic diagram of the experimental setup. The subject is seated in a chair and views the screen through a mirror. The screen displays the target (a red dot) and the starting position (a black dot). The subject's hand is positioned at the starting position. The distance between the starting position and the target is 10 cm. The subject is instructed to move the hand from the starting position to the target. The distance between the starting position and the target is 10 cm. The subject is instructed to move the hand from the starting position to the target. The distance between the starting position and the target is 10 cm.

[illegible]

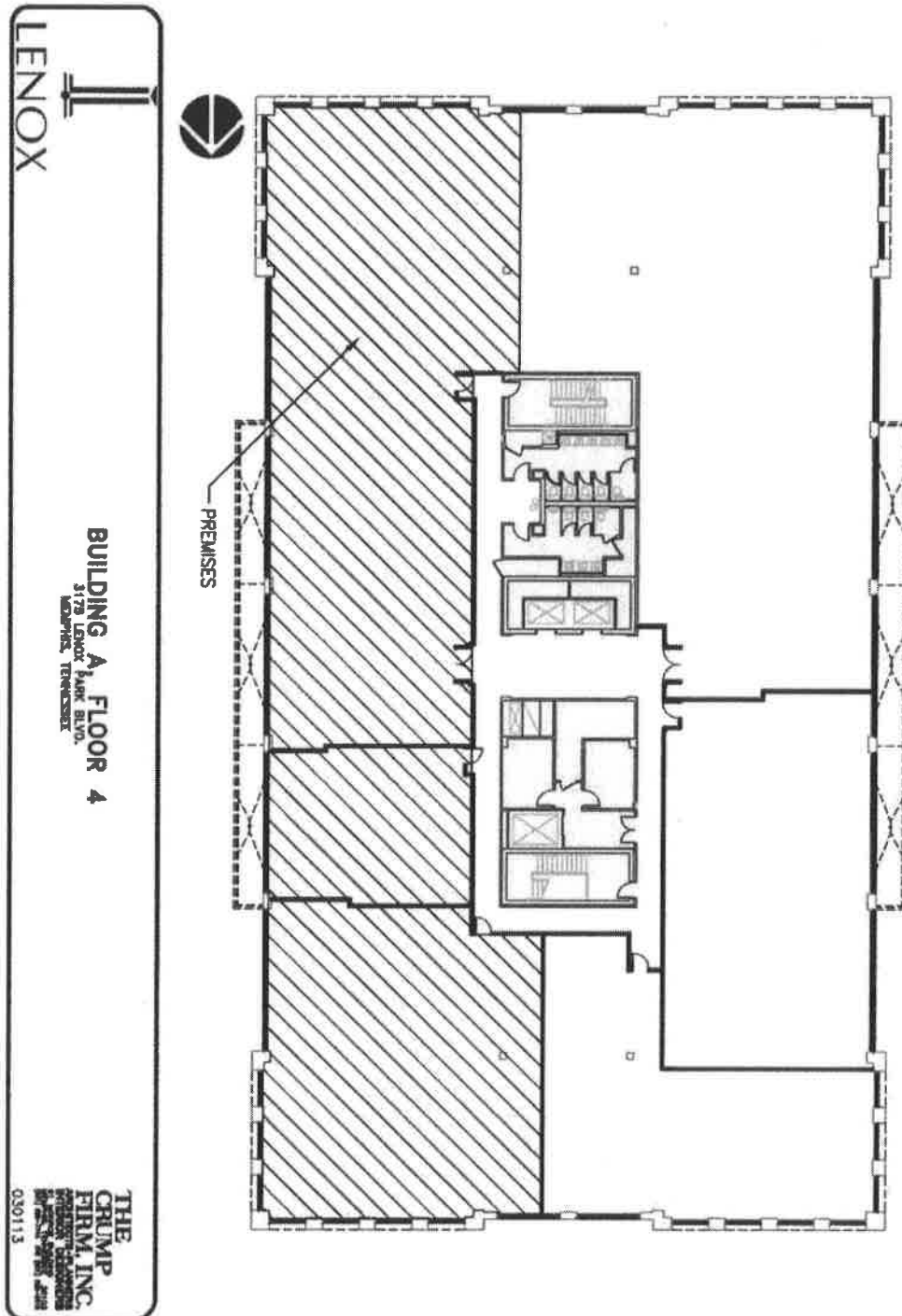
NEILSON PATRICK GILTS • ALEXANDER IN

**RSP ARCHITECTS**  
 1000 15th St. N., Suite 100  
 Minneapolis, MN 55403  
 Tel: 612/338-1111  
 Fax: 612/338-1112  
 E-mail: rsp@rsparch.com

[illegible]



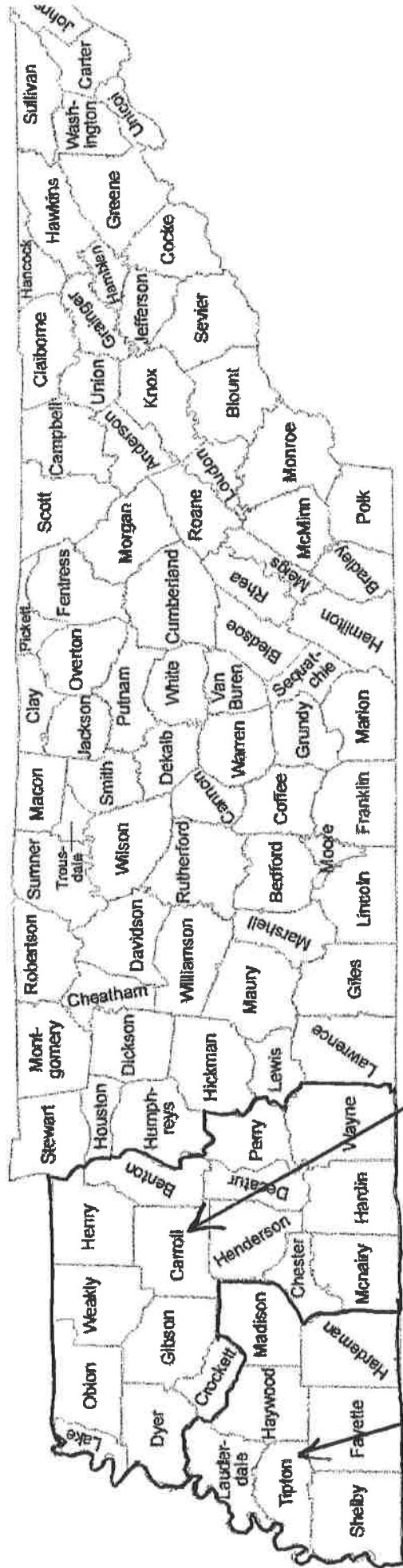
**EXHIBIT A-2**  
**PREMISES**



SCALE: NOT TO SCALE

Exhibit A-2

**C, Need--3**  
**Service Area Maps**



PROPOSED ADDITIONAL COUNTIES

CURRENT  
COUNTIES

ALERE WOMEN'S AND CHILDREN'S HEALTH / SHELBY COUNTY

CURRENT AND PROPOSED SERVICE AREA

**C, Economic Feasibility--2**  
**Documentation of Availability of Funding**



11000 Optum Circle  
Eden Prairie, MN 55344  
www.optum.com

November 30, 2015

Melanie M. Hill, Executive Director  
Tennessee Health Services and Development Agency  
Andrew Jackson State Office Building, 9<sup>th</sup> Floor  
500 Deaderick Street  
Nashville, Tennessee 37243

RE: CON Application to Add Service Area Counties  
Alere Women's and Children's Health, LLC – Shelby County

Dear Mrs. Hill:

Alere Women's and Children's Health, LLC has filed a Certificate of Need Application to expand the service area of its Shelby County home healthcare agency. The estimated cost to implement the project is \$79,000.

Alere Women's and Children's Health, LLC is wholly owned by Alere Health, LLC, which is wholly owned by OptumHealth Care Solutions, Inc. (part of OptumHealth), which is ultimately wholly owned by UnitedHealth Group, a publicly traded company.

I am writing to confirm that the project's cost will be funded entirely by a cash transfer to the applicant through the organizational chain described above. As Chief Financial Officer of OptumHealth Care Solutions, Inc., I am authorized to make that commitment. The availability of sufficient cash is shown in financial statements in the attached UnitedHealth Group's Security and Exchange Commission filings on Form 10-K for the year ended December 31, 2014 and Form 10-Q for the quarter ended June 30, 2015.

Sincerely,

A handwritten signature in blue ink, appearing to read "J. Costa", written over a light blue horizontal line.

Joel Costa  
OptumHealth CFO

**C, Economic Feasibility--10**  
**Financial Statements**

**UnitedHealth Group**  
**Consolidated Balance Sheets**

(in millions, except per share data)	December 31, 2014	December 31, 2013
<b>Assets</b>		
Current assets:		
Cash and cash equivalents .....	\$ 7,495	\$ 7,276
Short-term investments .....	1,741	1,937
Accounts receivable, net of allowances of \$260 and \$196 .....	4,252	3,052
Other current receivables, net of allowances of \$156 and \$169 .....	5,498	3,998
Assets under management .....	2,962	2,757
Deferred income taxes .....	556	430
Prepaid expenses and other current assets .....	1,052	930
Total current assets .....	23,556	20,380
Long-term investments .....	18,827	19,605
Property, equipment and capitalized software, net of accumulated depreciation and amortization of \$2,954 and \$2,675 .....	4,418	4,010
Goodwill .....	32,940	31,604
Other intangible assets, net of accumulated amortization of \$2,685 and \$2,283 .....	3,669	3,844
Other assets .....	2,972	2,439
<b>Total assets</b> .....	<b>\$86,382</b>	<b>\$81,882</b>
<b>Liabilities and shareholders' equity</b>		
Current liabilities:		
Medical costs payable .....	\$12,040	\$11,575
Accounts payable and accrued liabilities .....	9,247	7,458
Other policy liabilities .....	5,965	5,279
Commercial paper and current maturities of long-term debt .....	1,399	1,969
Unearned revenues .....	1,972	1,600
Total current liabilities .....	30,623	27,881
Long-term debt, less current maturities .....	16,007	14,891
Future policy benefits .....	2,488	2,465
Deferred income taxes .....	2,065	1,796
Other liabilities .....	1,357	1,525
Total liabilities .....	52,540	48,558
Commitments and contingencies (Note 12)		
Redeemable noncontrolling interests .....	1,388	1,175
Shareholders' equity:		
Preferred stock, \$0.001 par value — 10 shares authorized; no shares issued or outstanding .....	—	—
Common stock, \$0.01 par value — 3,000 shares authorized; 954 and 988 issued and outstanding .....	10	10
Retained earnings .....	33,836	33,047
Accumulated other comprehensive loss .....	(1,392)	(908)
Total shareholders' equity .....	32,454	32,149
<b>Total liabilities and shareholders' equity</b> .....	<b>\$86,382</b>	<b>\$81,882</b>

See Notes to the Consolidated Financial Statements

**UnitedHealth Group**  
**Consolidated Statements of Operations**

(in millions, except per share data)	For the Years Ended December 31,		
	2014	2013	2012
<b>Revenues:</b>			
Premiums .....	\$115,302	\$109,557	\$ 99,728
Services .....	10,151	8,997	7,437
Products .....	4,242	3,190	2,773
Investment and other income .....	779	745	680
<b>Total revenues</b> .....	<b>130,474</b>	<b>122,489</b>	<b>110,618</b>
<b>Operating costs:</b>			
Medical costs .....	93,257	89,290	80,226
Operating costs .....	21,681	19,362	17,306
Cost of products sold .....	3,784	2,839	2,523
Depreciation and amortization .....	1,478	1,375	1,309
<b>Total operating costs</b> .....	<b>120,200</b>	<b>112,866</b>	<b>101,364</b>
<b>Earnings from operations</b> .....	<b>10,274</b>	<b>9,623</b>	<b>9,254</b>
Interest expense .....	(618)	(708)	(632)
<b>Earnings before income taxes</b> .....	<b>9,656</b>	<b>8,915</b>	<b>8,622</b>
Provision for income taxes .....	(4,037)	(3,242)	(3,096)
<b>Net earnings</b> .....	<b>5,619</b>	<b>5,673</b>	<b>5,526</b>
Earnings attributable to noncontrolling interests .....	—	(48)	—
<b>Net earnings attributable to UnitedHealth Group common shareholders</b> .....	<b>\$ 5,619</b>	<b>\$ 5,625</b>	<b>\$ 5,526</b>
<b>Earnings per share attributable to UnitedHealth Group common shareholders:</b>			
Basic .....	\$ 5.78	\$ 5.59	\$ 5.38
Diluted .....	\$ 5.70	\$ 5.50	\$ 5.28
<b>Basic weighted-average number of common shares outstanding</b> .....	<b>972</b>	<b>1,006</b>	<b>1,027</b>
<b>Dilutive effect of common share equivalents</b> .....	<b>14</b>	<b>17</b>	<b>19</b>
<b>Diluted weighted-average number of common shares outstanding</b> .....	<b>986</b>	<b>1,023</b>	<b>1,046</b>
Anti-dilutive shares excluded from the calculation of dilutive effect of common share equivalents .....	6	8	17
<b>Cash dividends declared per common share</b> .....	<b>\$ 1.4050</b>	<b>\$ 1.0525</b>	<b>\$ 0.8000</b>

See Notes to the Consolidated Financial Statements



**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

**Form 10-Q**

☒ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE  
SECURITIES EXCHANGE ACT OF 1934**

**FOR THE QUARTERLY PERIOD ENDED MARCH 31, 2015**

or

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE  
SECURITIES EXCHANGE ACT OF 1934**

**FOR THE TRANSITION PERIOD FROM \_\_\_\_\_ TO \_\_\_\_\_**

**Commission file number: 1-10864**

**UNITEDHEALTH GROUP®**

**UnitedHealth Group Incorporated**

(Exact name of registrant as specified in its charter)

**Minnesota**  
(State or other jurisdiction of  
incorporation or organization)

**41-1321939**  
(I.R.S. Employer  
Identification No.)

**UnitedHealth Group Center**  
**9900 Bren Road East**  
**Minnetonka, Minnesota**  
(Address of principal executive offices)

**55343**  
(Zip Code)

**(952) 936-1300**  
(Registrant's telephone number, including area code)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act:

Large accelerated filer ☒ Accelerated filer ☐ Non-accelerated filer ☐ Smaller reporting company ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

As of April 30, 2015, there were 951,904,261 shares of the registrant's Common Stock, \$.01 par value per share, issued and outstanding.

## PART I

## ITEM 1. FINANCIAL STATEMENTS

UnitedHealth Group  
Condensed Consolidated Balance Sheets  
(Unaudited)

(in millions, except per share data)	March 31, 2015	December 31, 2014
<b>Assets</b>		
Current assets:		
Cash and cash equivalents	\$ 8,650	\$ 7,495
Short-term investments	1,780	1,741
Accounts receivable, net	5,040	4,252
Other current receivables, net	5,346	5,498
Assets under management	2,921	2,962
Deferred income taxes	405	556
Prepaid expenses and other current assets	2,632	1,052
Total current assets	26,774	23,556
Long-term investments	19,416	18,827
Property, equipment and capitalized software, net	4,245	4,418
Goodwill	32,782	32,940
Other intangible assets, net	3,441	3,669
Other assets	3,061	2,972
Total assets	<u>\$89,719</u>	<u>\$86,382</u>
<b>Liabilities and shareholders' equity</b>		
Current liabilities:		
Medical costs payable	\$13,537	\$12,040
Accounts payable and accrued liabilities	10,518	9,247
Other policy liabilities	6,392	5,965
Commercial paper and current maturities of long-term debt	2,797	1,399
Unearned revenues	1,734	1,972
Total current liabilities	34,978	30,623
Long-term debt, less current maturities	15,577	16,007
Future policy benefits	2,483	2,488
Deferred income taxes	2,056	2,065
Other liabilities	1,295	1,357
Total liabilities	<u>56,389</u>	<u>52,540</u>
Commitments and contingencies (Note 9)		
Redeemable noncontrolling interests	1,452	1,388
Shareholders' equity:		
Preferred stock, \$0.001 par value — 10 shares authorized; no shares issued or outstanding	—	—
Common stock, \$0.01 par value — 3,000 shares authorized; 952 and 954 issued and outstanding	10	10
Retained earnings	34,153	33,836
Accumulated other comprehensive loss	(2,285)	(1,392)
Total shareholders' equity	<u>31,878</u>	<u>32,454</u>
Total liabilities and shareholders' equity	<u>\$89,719</u>	<u>\$86,382</u>

See Notes to the Condensed Consolidated Financial Statements



**UnitedHealth Group**  
**Condensed Consolidated Statements of Operations**  
**(Unaudited)**

(in millions, except per share data)	Three Months Ended March 31,	
	2015	2014
Revenues:		
Premiums .....	\$31,674	\$28,115
Services .....	2,706	2,404
Products .....	1,230	998
Investment and other income .....	146	191
Total revenues .....	<u>35,756</u>	<u>31,708</u>
Operating costs:		
Medical costs .....	25,689	23,208
Operating costs .....	5,949	5,194
Cost of products sold .....	1,100	892
Depreciation and amortization .....	378	360
Total operating costs .....	<u>33,116</u>	<u>29,654</u>
Earnings from operations .....	2,640	2,054
Interest expense .....	(150)	(160)
Earnings before income taxes .....	2,490	1,894
Provision for income taxes .....	(1,077)	(795)
Net earnings .....	<u>\$ 1,413</u>	<u>\$ 1,099</u>
Earnings per share:		
Basic .....	<u>\$ 1.48</u>	<u>\$ 1.12</u>
Diluted .....	<u>\$ 1.46</u>	<u>\$ 1.10</u>
Basic weighted-average number of common shares outstanding .....	954	983
Dilutive effect of common share equivalents .....	15	13
Diluted weighted-average number of common shares outstanding .....	<u>969</u>	<u>996</u>
Anti-dilutive shares excluded from the calculation of dilutive effect of common share equivalents .....	9	9
Cash dividends declared per common share .....	\$0.3750	\$0.2800

See Notes to the Condensed Consolidated Financial Statements



2006082RjK6Zuh70

**UnitedHealth Group**  
**Condensed Consolidated Statements of Comprehensive Income**  
**(Unaudited)**

(in millions)	Three Months Ended March 31,	
	2015	2014
Net earnings . . . . .	\$ 1,413	\$ 1,099
Other comprehensive (loss) income:		
Gross unrealized gains on investment securities during the period . . . . .	105	166
Income tax effect . . . . .	(37)	(61)
Total unrealized gains, net of tax . . . . .	68	105
Gross reclassification adjustment for net realized gains included in net earnings . . . . .	(3)	(46)
Income tax effect . . . . .	1	17
Total reclassification adjustment, net of tax . . . . .	(2)	(29)
Total foreign currency translation (losses) gains . . . . .	(959)	259
Other comprehensive (loss) income . . . . .	(893)	335
Comprehensive income . . . . .	\$ 520	\$ 1,434

See Notes to the Condensed Consolidated Financial Statements

**C, Orderly Development--7(C)**  
**Licensing & Accreditation Inspections**



STATE OF TENNESSEE  
**DEPARTMENT OF HEALTH**  
WEST TENNESSEE HEALTH CARE FACILITIES  
2975C HWY. 45 BYPASS  
JACKSON, TENNESSEE 38305

October 21, 2014

Ms. Elizabeth Summers, Administrator  
Alere Women's and Children's Health, LLC  
7519 Capital Drive, Suite 2  
Germantown, TN 38138

**RE: Annual Licensure Survey - Dated 10/15/2014 - TNHL022**

Dear Ms. Summers:

We are pleased to advise you that no deficiencies were cited as a result of the annual licensure survey conducted at your facility on October 15, 2014, 2014. The enclosed form is for your records.

Thank you for the consideration shown during this survey.

Sincerely,

*P. Diane Carter*

P. Diane Carter, RN, LNCC  
Public Health Nurse Consultant 2

PDC/gk<sub>yr</sub>

Enclosure

Division of Health Care Facilities

STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION		(X1) PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER:  <b>TNHL022</b>	(X2) MULTIPLE CONSTRUCTION A. BUILDING: _____  B. WING: _____		(X3) DATE SURVEY COMPLETED  <b>10/15/2014</b>
NAME OF PROVIDER OR SUPPLIER  <b>ALERE WOMEN'S AND CHILDREN'S HEALTH,</b>			STREET ADDRESS, CITY, STATE, ZIP CODE <b>7519 CAPITAL DRIVE SUITE2 GERMANTOWN, TN 38138</b>		
(X4) ID PREFIX TAG	SUMMARY STATEMENT OF DEFICIENCIES (EACH DEFICIENCY MUST BE PRECEDED BY FULL REGULATORY OR LSC IDENTIFYING INFORMATION)	ID PREFIX TAG	PROVIDER'S PLAN OF CORRECTION (EACH CORRECTIVE ACTION SHOULD BE CROSS-REFERENCED TO THE APPROPRIATE DEFICIENCY)	(X5) COMPLETE DATE	
H 002	1200-8-26 No Deficiencies.  This Rule is met as evidenced by: This agency complies with all requirements for participation reviewed for Home Care Organizations Providing Home Health Services during the annual licensure survey 10/15/14. No deficiencies were cited.	H 002			

Division of Health Care Facilities

LABORATORY DIRECTOR'S OR PROVIDER/SUPPLIER REPRESENTATIVE'S SIGNATURE

TITLE

(X6) DATE



Alere Women's and Children's Health, LLC  
3200 Windy Hill Road, Suite B-100  
Atlanta, GA 30339

**Organization Identification Number: 436425**

**Evidence of Standards Compliance (60 Day) Submitted: 7/11/2013**

**Program(s)**

Home Care Accreditation

**Executive Summary**

**Home Care Accreditation :** As a result of the accreditation activity conducted on the above date(s), there were no Requirements for Improvement identified.

If you have any questions, please do not hesitate to contact your Account Executive.

Thank you for collaborating with The Joint Commission to improve the safety and quality of care provided to patients.



### **Evaluation of Alere compared to Alere's Mission**

1. Excellent care coordination between field and call center
2. Sharing of information between regions
3. Positive comments from patients regarding field nurses and call center staff
4. Competency of co-travel (suggested we submit as a best practice)
5. Effectiveness of contracted central pharmacy
6. Coordination of care between the pharmacy (contract agency) and home care organization
7. Illinois manager participated in survey despite personal loss
8. Ability of patient to provide therapy on an ongoing basis (patients are being provided the tools for self- management)
9. Teaching/follow-up tools provided to patients for self-management



Alere Women's and Children's Health, LLC  
3200 Windy Hill Road, Suite B-100  
Atlanta, GA 30339

**Organization Identification Number: 436425**

**Program(s)**

Home Care Accreditation

**Survey Date(s)**

05/07/2013-05/07/2013, 05/08/2013-05/10/2013, 05/13/2013-  
05/14/2013, 05/16/2013-05/16/2013, 05/22/2013-05/22/2013

**Executive Summary**

**Home Care  
Accreditation :**

As a result of the accreditation activity conducted on the above date(s), Requirements for Improvement have been identified in your report.

You will have follow-up in the area(s) indicated below:

- Evidence of Standards Compliance (ESC)

If you have any questions, please do not hesitate to contact your Account Executive.

Thank you for collaborating with The Joint Commission to improve the safety and quality of care provided to patients.

## The Joint Commission Summary of Findings

**Evidence of DIRECT Impact Standards Compliance is due within 45 days from the day the survey report was originally posted to your organization's extranet site:**

**Program:** Home Care Accreditation Program

**Standards:** PC.02.01.01 EP2

**Evidence of INDIRECT Impact Standards Compliance is due within 60 days from the day the survey report was originally posted to your organization's extranet site:**

**Program:** Home Care Accreditation Program

**Standards:** EM.03.01.03 EP1

IM.02.01.01 EP2

MM.05.01.09 EP2

## The Joint Commission Findings

**Chapter:** Emergency Management

**Program:** Home Care Accreditation

**Standard:** EM.03.01.03

ESC 60 days

**Standard Text:** The organization evaluates the effectiveness of its Emergency Operations Plan.

**Primary Priority Focus Area:** Communication

**Element(s) of Performance:**

1. The organization activates its Emergency Operations Plan once a year at each site included in the plan, either in response to an actual emergency or as a planned exercise.



Note: Planned exercises should focus on the organization's response to an emergency that is likely to affect continuation of care, treatment, or services. Exercises do not need to be conducted in each community served by the organization but should be based on a regional or county response strategy where applicable. Exercises that involve substitutes for patients (such as pillows, bundles, mannequins, or live volunteers) are acceptable.

**Scoring**

**Category :**

A

**Score :**

Insufficient Compliance

**Observation(s):**

EP 1

Observed in Document Review at Alere Women's and Children's Health, LLC (6525 E 82nd St. Suite 101, Indianapolis, IN) site.

During the document review the home care surveyor observed the organization did not include patients or a substitute for patients in its 2012 emergency operations drill. The drill's activity was a bomb threat to the home care office building. Discussion with leadership confirmed the scope of the drill did not include its patients or field staff.

---

**Chapter:** Information Management

**Program:** Home Care Accreditation

**Standard:** IM.02.01.01

ESC 60 days

**Standard Text:** The organization protects the privacy of health information.

**Primary Priority Focus Area:** Information Management

**Element(s) of Performance:**

2. The organization implements its policy on the privacy of health information. (See also RI.01.01.01, EP 7)



**Scoring**

**Category :**

A

**Score :**

Insufficient Compliance

**Observation(s):**

## The Joint Commission Findings

### EP 2

Observed in Tracer Visit at Alere Women's and Children's Health, LLC (877 Franklin Rd. Suite 205, Marietta, GA) site.

During tracer visit #4 to a patient receiving initiation of infusion services for hydration and SQ Ondansetron the surveyor observed the skilled nurse place the outer wrapper of the infusion bag for D5/LR into a box to be placed in the trash. The bag wrapper contained the prescription label with the patient's name, infusion instructions, physician, etc. Review of agency policies HIPAA 15.1 and QI-017 indicated that processes were in place to protect the privacy of PHI from unauthorized or inappropriate use by discarding in a container for shredding.

Observed in Individual Tracer at Alere of New York, Inc. (19-02 Whitestone Expressway #402, Whitestone, NY) site.

At a Whitestone home visit to initiate continuous SQ Ondansetron therapy a loading dose was administered IM. The skilled nurse used the zip lock bag that had housed the medication for the loading dose as her "garbage bag" for alcohol preps, paper, etc. The zip lock bag contained the medication label as well as patient information. This bag was then to be placed in the garbage. Organization policies indicated that processes were in place to protect PHI information though not implemented on this visit.

---

**Chapter:** Medication Management

**Program:** Home Care Accreditation

**Standard:** MM.05.01.09

ESC 60 days

**Standard Text:** Medications are labeled.  
Note: This standard is applicable to all organizations that prepare and administer medications.

**Primary Priority Focus Area:** Medication Management

**Element(s) of Performance:**

2. Information on medication labels is displayed in a standardized format, in accordance with law and regulation and standards of practice.



**Scoring**

**Category :** A

**Score :** Insufficient Compliance

**Observation(s):**

## The Joint Commission Findings

### EP 2

Observed in Tracer Visit at Alere Women's and Children's Health, LLC (877 Franklin Rd. Suite 205, Marietta, GA) site.

During tracer visit #1 to a new patient for setup of SQ Ondansetron infusion it was noted that the labels on three pre-filled medication syringes did not contain an expiration date for the medication contained in the syringes. These pre-filled syringes were prepared at the local Smyrna, Ga. Pharmarica pharmacy and delivered to the patient for use for first dose. The outer bag which contained the pre-filled syringes also did not contain an expiration date for the medication. The nurse did not administer this medication and it was destroyed. The patient received the prescribed dose of medication from another bag of medication which was issued by the main Pharmarica pharmacy that was correctly labeled. Additionally, there were no lot numbers on either the syringe labels or the packaging labels. Review of the syringes from the main pharmacy included expiration dates and lot numbers.

Observed in Tracer Visit at Alere Women's and Children's Health, LLC (877 Franklin Rd. Suite 205, Marietta, GA) site.

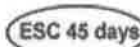
During tracer visit #4 it was noted that for this patient receiving infusion hydration services the outer packaging of the IV bag was labeled with the patient's name, rx. number, infusion instructions, physician, etc. however the bag actual bag of D5/LR solution was hung and infusing without a label. Review of a Pharmarica generated memo presented by leadership stated that IV bags were to be removed from the outer packaging and the label was to be applied to the actual bag by the local pharmacy prior to delivery. The leadership stated that the local pharmacy that prepared the IV delivery for this patient was a relatively new affiliate Pharmarica pharmacy and may have been unaware of the process identified in the memo.

---

**Chapter:** Provision of Care, Treatment, and Services

**Program:** Home Care Accreditation

**Standard:** PC.02.01.01



**Standard Text:** The organization provides care, treatment, or services for each patient.

**Primary Priority Focus Area:** Assessment and Care/Services

**Element(s) of Performance:**

2. Staff provide care, treatment, or services in accordance with professional standards of practice, law, and regulation.



**Scoring**

**Category :** A

**Score :** Insufficient Compliance

**Observation(s):**

### EP 2

Observed in Individual Tracer at Alere Women's and Children's Health, LLC (6525 E 82nd St. Suite 101, Indianapolis, IN) site.

During a home visit (HV2) the home care surveyor observed the clinician did not provide care in accordance with professional standards and organizational policy. During the process of injecting 17P IM the clinician did not aspirate prior to administering the medication. The clinician used her left hand to isolate and hold the injection site while using the right hand to perform the stick and inject the medication. Discussion with leadership and review of policy confirmed aspirations are required prior to injecting medications.

---

## **Miscellaneous Information**

Alere/Shelby Base Table 1--Existing Agencies in Proposed Service Area--Utilization and TennCare Statistics-- BY STATE ID																
Health Statistics ID Number	County of Parent Office	Home Health Agency Name	Agency License Number	Date Agency Licensed	2012 JAR		2013 JAR		2014 JAR		2014 Patients Served Ages 18-64	Female Patients Ages 18-64 Estimated at 50% of Total	Estimated 2014 Percent of Total Agency Patients Served Who were Female Age 18-64	2014 Total Gross Revenues	2014 TennCare Gross Revenues	2014 TennCare Percent of Total Gross Revenues
					Total Patients Served	Total Patients Served	Total Patients Served	Total Patients Served								
03025	Benton	Tennessee Quality Homecare - Northwest	8	3/14/83	1,128	1,164	1,173	113	57	4.8%	\$4,825,810	\$368,553	7.6%			
09065	Carroll	Baptist Memorial Home Care & Hospice	19	7/3/84	213	262	283	68	34.0	12.0%	\$807,380	\$0	0.0%			
19494	Davidson	Elk Valley Health Services Inc	42	7/17/84	245	277	293	16	8.0	2.7%	\$27,548,490	\$17,659,060	64.1%			
19544	Davidson	Home Care Solutions, Inc (LHC HomeCare of TN)	56	9/7/88	2,080	1,930	1,689	0	0.0	0.0%	\$10,299,102	\$0	0.0%			
19694	Davidson	Willowbrook Home Health Care Agency	259	10/29/81	2,149	1,565	1,283	0	0.0	0.0%	\$5,730,667	\$0	0.0%			
19724	Davidson	Careall (VIP Home Nursing & Rehab Svc, LLC)	295	7/5/84	1,562	1,665	1,665	0	0.0	0.0%	\$8,791,208	\$2,768,953	31.5%			
20045	Decatur	Tennessee Quality Homecare - Southwest	221	3/19/84	1,082	1,080	988	79	39.5	4.0%	\$4,205,081	\$952,819	22.7%			
20055	Decatur	Volunteer Homecare of West Tennessee	63	6/11/84	1,503	1,534	1,794	406	203.0	11.3%	\$10,485,470	\$3,632,117	34.6%			
23035	Dyer	Regional Home Care - Dyersburg	77	2/18/84	814	707	1,452	267	133.5	9.2%	\$3,380,698	\$86,487	2.6%			
24026	Fayette	NHC Homecare	291	6/6/83	217	226	301	5	2.5	0.8%	\$1,587,592	\$0	0.0%			
27025	Gibson	NHC Homecare	85	2/7/77	625	569	655	168	84.0	12.8%	\$2,721,420	\$0	0.0%			
27085	Gibson	Volunteer Home Care, Inc	285	5/26/82	3,027	3,041	2,995	690	345.0	11.5%	\$12,326,672	\$2,505,219	20.3%			
33103	Hamilton	Amedisys Home Health	113	7/1/81	3,343	2,878	2,564	0	0.0	0.0%	\$9,877,048	\$0	0.0%			
36025	Hardin	Deaconess Homecare	290	2/11/83	1,244	1,330	2,122	422	211.0	9.9%	\$6,762,137	\$1,021,238	15.1%			
36035	Hardin	Hardin Medical Center Home Health	137	12/20/93	274	341	205	24	12.0	5.9%	\$1,492,524	\$0	0.0%			
39035	Henderson	Regional Home Care - Lexington	139	2/1/84	616	569	582	127	63.5	10.9%	\$2,938,591	\$21,814	0.7%			
40075	Henry	Henry County Medical Center Home Health	122	12/7/84	399	363	408	108	54.0	13.2%	\$832,451	\$21,946	2.6%			
41034	Hickman	St. Thomas Home Health	125	6/1/84	134	214	311	4	2.0	0.6%	\$580,395	\$40,549	7.0%			
57055	Madison	Medical Center Home Health	174	7/1/76	1,617	1,706	1,098	124	62.0	5.6%	\$5,057,160	\$0	0.0%			
57075	Madison	Amedisys Home Health Care	177	5/2/84	2,586	2,741	2,541	247	123.5	4.9%	\$10,376,674	\$0	0.0%			
57085	Madison	Regional Home Care - Jackson	178	6/7/84	1,061	1,164	1,863	225	112.5	6.0%	\$337,224	\$5,921	1.8%			
57095	Madison	Extendicare Home Health of West Tennessee	120	6/18/84	993	1,085	832	64	32.0	3.8%	\$6,069,394	\$0	0.0%			
57165	Madison	F. C. of Tennessee, Inc. (Intrepid)	175	9/26/84	86	422	507	49	24.5	4.8%	\$2,595,138	\$40,441	1.6%			
60024	Maury	NHC Homecare	181	11/22/77	2,134	2,408	2,591	14	7.0	0.3%	\$11,197,577	\$0	0.0%			
60044	Maury	Maury Regional Home Services	180	5/31/84	1,220	1,151	1,553	5	2.5	0.2%	\$3,638,674	\$266,219	7.3%			
60074	Maury	Careall Homecare Services	194	2/9/84	224	609	881	89	44.5	5.1%	\$2,784,544	\$485,997	17.5%			
66035	Obion	Extendicare Home Health of Western Tennessee	188	5/3/84	347	302	119	15	7.5	6.3%	\$1,140,079	\$0	0.0%			
79316	Shelby	Methodist Alliance Home Care	233	7/1/88	3,180	3,179	3,363	0	0.0	0.0%	\$7,090,000	\$121,948	1.7%			
84046	Tipton	Baptist Home Care & Hospice - Covington	260	9/26/84	361	353	323	0	0.0	0.0%	\$718,273	\$0	0.0%			
92025	Weakley	Careall Homecare Services	276	6/16/83	2,668	2,036	2,337	513	256.5	11.0%	\$15,132,242	\$5,595,861	37.0%			
94084	Williamson	Vanderbilt HC Affiliated w/Walgreens IV & RT Svcs	604	9/15/00	86	67	135	1	0.5	0.4%	\$59,437	\$18,888	31.8%			
96010	Alcorn Co, MS	Magnolia Regional Health Care Home Hospice	296	3/24/82	915	856	830	19	9.5	1.1%	\$1,877,600	\$0	0.0%			
96020	Fulton Co, KY	Regional Home Care Parkway	297	2/18/84	14	28	39	3	1.5	3.8%	\$185,329	\$0	0.0%			
AREAWIDE TOTALS AND AVERAGES																
												4.9%	\$183,452,081	\$35,614,030	19.4%	

Source: TDH; 2014 Joint Annual Reports of Home Health Agencies



Alere/Shelby Base Table 2--Agency Dependence on Total Patients and Childbearing-Age Female Patients in Alere Hamilton's Proposed Counties--BY STATE ID

			Patients Served By This Agency in Each of Alere's Proposed Counties																						
TDR ID	County of Parent Office	AGENCY NAME	Total Patients Served By This Agency in All Areas	Total Patients Served By This Agency in Alere's Proposed Counties																		Percent of Agency Dependence on Patients in Alere's Proposed Counties	Agency Total Patients Age 18-64 in Alere's Proposed Counties (Estimated @ 50%)	Agency Female Patients Age 18-64 in Alere's Proposed Counties	Local Dependence: Agency's Female Patients in Proposed Counties as Percent of All Patients in Its Counties
					Benton	Carroll	Clatter	Crockett	Decatur	Dyer	Gibson	Hardin	Henderson	Henry	Lake	McNairy	Obion	Perry	Wayne	Weakley					
03025	Benton	Tennessee Quality Homecare - Northwest	1,173	477	149	67	1	132	66						62				40.7%	113	57	12%			
09065	Carroll	Baptist Memorial Home Care & Hospice	283	268	21	224	4	2	2	6		5	5				4		94.7%	68	34	13%			
13044	Davidson	Elk Valley Health Services Inc	293	61	3	6	2		5	11	4	3			1	6	1	13	20.8%	16	8	13%			
19544	Davidson	Home Care Solutions, Inc (LHC HomeCare of TN)	1,689	0															0.0%	0	0	0%			
19694	Davidson	Willowbrook Home Health Care Agency	1,283	0															0.0%	0	0	0%			
19724	Davidson	Careall (VIP Home Nursing & Rehab Svc, LLC)	1,665	0															0.0%	0	0	0%			
20045	Decatur	Tennessee Quality Homecare - Southwest	988	569	2		79	132		1	33	80			67		68	107	57.6%	79	40	7%			
20055	Decatur	Volunteer Homecare of West Tennessee	1,794	1,464	1	87	391		84	337			134	221	53	167	176		81.6%	406	203	14%			
23035	Dyer	Regional Home Care - Dyersburg	1,452	1,241			34	981	39										85.5%	267	134	11%			
24026	Fayette	NHC Homecare	301	10											10				3.3%	5	3	25.3%			
27025	Gibson	NHC Homecare	655	506	25	77	6	14	3	15	284	20	22		13		27		77.3%	168	84	17%			
27085	Gibson	Volunteer Home Care, Inc	2,995	2,198	205	289	107	454	507			274	60		224			78	73.4%	690	345	16%			
33103	Hamilton	Amedys Home Health	2,564	0															0.0%	0	0	0%			
36025	Hardin	Deaconess Homecare	2,122	1,713		137	31				494	92			498		27	434	80.7%	422	211	12%			
36035	Hardin	Hardin Medical Center Home Health	205	205		2	1				130				57		15		100.0%	24	12	6%			
39035	Henderson	Regional Home Care - Lexington	582	580	7	226	2	21		2	290	28					1		99.7%	127	64	11%			
40075	Henry	Henry County Medical Center Home Health	408	406	44	34						313					15		99.5%	108	54	13%			
41034	Hickman	St. Thomas Home Health	311	15													15		4.8%	4	2	13%			
57055	Madison	Medical Center Home Health	1,098	508	25	60	60	15	3	228	19	62			34			2	46.3%	124	62	12%			
57075	Madison	Amedys Home Health Care	2,541	1,725	89	93	35	108	14	275	149	142	27	333	115	268		77	51.4%	247	124	7%			
57085	Madison	Regional Home Care - Jackson	1,863	957		3	49	49	1	188	31	2			235	82		317	43.3%	225	113	12%			
57095	Madison	Extendicare Home Health of West Tennessee	832	360	48	61	11	17	1	129	19	1	5	49	6	10		3	48.5%	64	32	9%			
57165	Madison	F. C. of Tennessee, Inc. (Intrepid)	507	245		25	31	11	9	28	11	101			24			6	1.0%	14	7	26%			
60024	Maury	NHC Homecare	2,591	27							2						8	17	0.7%	5	3	23%			
60044	Maury	Maury Regional Home Services	1,553	11													11		26.3%	89	45	19%			
60074	Maury	Careall Homecare Services	881	232			12				162						12	44	100.0%	15	8	6%			
66035	Obion	Extendicare Home Health of Western Tennessee	119	119					3									20	0.0%	0	0	0%			
79316	Shelby	Methodist Alliance Home Care	3,363	0															0.0%	0	0	0%			
84046	Tipton	Baptist Home Care & Hospice- Covington	323	0															90.9%	513	257	12%			
92025	Weakley	Careall Homecare Services	2,337	2,124	43	200	2	200	262			94	200		388		1		0.7%	1	1	50%			
94084	Williamson	Vanderbilt HC Affiliated w/ Walgreens IV & RT Svcs	135	1							6				29				4.7%	19	10	27%			
95010	Alcorn Co, MS	Magnolia Regional Health Care Home Hospice	830	35															100.0%	3	2	4%			
96020	Fulton Co, KY	Regional Home Care Parkway	39	39															100.0%	3,865	1,933	12%			

Sources: 2014 Joint Annual Reports

**Table Seven-C: Home Health Agencies Licensed To Serve Alere/Shelby's Requested Counties  
By State ID Within Each County Requested**

Health Statistics ID	Agency County	Agency	Type	Patient County
03025	Benton	Tennessee Quality Homecare - Northwest	Home	Benton
09065	Carroll	Baptist Memorial Home Care & Hospice	Both	Benton
19494	Davidson	Elk Valley Health Services Inc	Home	Benton
19544	Davidson	Home Care Solutions, Inc	Home	Benton
20045	Decatur	Tennessee Quality Homecare - Southwest	Home	Benton
27025	Gibson	NHC Homecare	Home	Benton
27085	Gibson	Volunteer Home Care, Inc	Home	Benton
39035	Henderson	Regional Home Care - Lexington	Home	Benton
40075	Henry	Henry County Medical Center Home Health	Home	Benton
41034	Hickman	St. Thomas Home Health	Home	Benton
57075	Madison	Amedisys Home Health Care	Home	Benton
57095	Madison	Extencicare Home Health of West Tennessee	Home	Benton
57055	Madison	Medical Center Home Health	Home	Benton
57085	Madison	Regional Home Care - Jackson	Home	Benton
92025	Weakley	Careall Homecare Services	Home	Benton
		<b>Benton County Total Agencies</b>	<b>15</b>	
03025	Benton	Tennessee Quality Homecare - Northwest	Home	Carroll
09065	Carroll	Baptist Memorial Home Care & Hospice	Both	Carroll
19494	Davidson	Elk Valley Health Services Inc	Home	Carroll
19544	Davidson	Home Care Solutions, Inc	Home	Carroll
20055	Decatur	Volunteer Homecare of West Tennessee	Home	Carroll
27025	Gibson	NHC Homecare	Home	Carroll
27085	Gibson	Volunteer Home Care, Inc	Home	Carroll
39035	Henderson	Regional Home Care - Lexington	Home	Carroll
40075	Henry	Henry County Medical Center Home Health	Home	Carroll
57075	Madison	Amedisys Home Health Care	Home	Carroll
57095	Madison	Extencicare Home Health of West Tennessee	Home	Carroll
57165	Madison	F. C. of Tennessee, Inc.	Home	Carroll
57055	Madison	Medical Center Home Health	Home	Carroll
57085	Madison	Regional Home Care - Jackson	Home	Carroll
92025	Weakley	Careall Homecare Services	Home	Carroll
		<b>Carroll County Total Agencies</b>	<b>15</b>	
09065	Carroll	Baptist Memorial Home Care & Hospice	Both	Chester
19494	Davidson	Elk Valley Health Services Inc	Home	Chester
19544	Davidson	Home Care Solutions, Inc	Home	Chester
20045	Decatur	Tennessee Quality Homecare - Southwest	Home	Chester
20055	Decatur	Volunteer Homecare of West Tennessee	Home	Chester
27025	Gibson	NHC Homecare	Home	Chester
36025	Hardin	Deaconess Homecare	Home	Chester
36035	Hardin	Hardin Medical Center Home Health	Home	Chester
39035	Henderson	Regional Home Care - Lexington	Home	Chester
57075	Madison	Amedisys Home Health Care	Home	Chester
57095	Madison	Extencicare Home Health of West Tennessee	Home	Chester
57165	Madison	F. C. of Tennessee, Inc.	Home	Chester
57055	Madison	Medical Center Home Health	Home	Chester
57085	Madison	Regional Home Care - Jackson	Home	Chester
		<b>Chester County Total Agencies</b>	<b>14</b>	

**Table Seven-C: Home Health Agencies Licensed To Serve Alere/Shelby's Requested Counties  
By State ID Within Each County Requested**

Health Statistics ID	Agency County	Agency	Type	Patient County
09065	Carroll	Baptist Memorial Home Care & Hospice	Both	Crockett
19494	Davidson	Elk Valley Health Services Inc	Home	Crockett
19544	Davidson	Home Care Solutions, Inc	Home	Crockett
23035	Dyer	Regional Home Care - Dyersburg	Home	Crockett
27025	Gibson	NHC Homecare	Home	Crockett
27085	Gibson	Volunteer Home Care, Inc	Home	Crockett
39035	Henderson	Regional Home Care - Lexington	Home	Crockett
57075	Madison	Amedisys Home Health Care	Home	Crockett
57095	Madison	Extencicare Home Health of West Tennessee	Home	Crockett
57165	Madison	F. C. of Tennessee, Inc.	Home	Crockett
57055	Madison	Medical Center Home Health	Home	Crockett
57085	Madison	Regional Home Care - Jackson	Home	Crockett
84046	Tipton	Baptist Home Care & Hospice - Covington	Both	Crockett
92025	Weakley	Careall Homecare Services	Home	Crockett
		<b>Crockett County Total Agencies</b>	<b>14</b>	
03025	Benton	Tennessee Quality Homecare - Northwest	Home	Decatur
09065	Carroll	Baptist Memorial Home Care & Hospice	Both	Decatur
19494	Davidson	Elk Valley Health Services Inc	Home	Decatur
19544	Davidson	Home Care Solutions, Inc	Home	Decatur
20045	Decatur	Tennessee Quality Homecare - Southwest	Home	Decatur
20055	Decatur	Volunteer Homecare of West Tennessee	Home	Decatur
27025	Gibson	NHC Homecare	Home	Decatur
36025	Hardin	Deaconess Homecare	Home	Decatur
36035	Hardin	Hardin Medical Center Home Health	Home	Decatur
39035	Henderson	Regional Home Care - Lexington	Home	Decatur
57075	Madison	Amedisys Home Health Care	Home	Decatur
57095	Madison	Extencicare Home Health of West Tennessee	Home	Decatur
57165	Madison	F. C. of Tennessee, Inc.	Home	Decatur
57055	Madison	Medical Center Home Health	Home	Decatur
57085	Madison	Regional Home Care - Jackson	Home	Decatur
60074	Maury	Careall Homecare Services	Home	Decatur
		<b>Decatur County Total Agencies</b>	<b>16</b>	
19494	Davidson	Elk Valley Health Services Inc	Home	Dyer
19544	Davidson	Home Care Solutions, Inc	Home	Dyer
23035	Dyer	Regional Home Care - Dyersburg	Home	Dyer
27025	Gibson	NHC Homecare	Home	Dyer
27085	Gibson	Volunteer Home Care, Inc	Home	Dyer
57075	Madison	Amedisys Home Health Care	Home	Dyer
57095	Madison	Extencicare Home Health of West Tennessee	Home	Dyer
57055	Madison	Medical Center Home Health	Home	Dyer
57085	Madison	Regional Home Care - Jackson	Home	Dyer
66035	Obion	Extencicare Home Health of Western Tennessee	Home	Dyer
79316	Shelby	Methodist Alliance Home Care	Home	Dyer
84046	Tipton	Baptist Home Care & Hospice - Covington	Both	Dyer
92025	Weakley	Careall Homecare Services	Home	Dyer
		<b>Dyer County Total Agencies</b>	<b>13</b>	

**Table Seven-C: Home Health Agencies Licensed To Serve Alere/Shelby's Requested Counties  
By State ID Within Each County Requested**

Health Statistics ID	Agency County	Agency	Type	Patient County
03025	Benton	Tennessee Quality Homecare - Northwest	Home	Gibson
09065	Carroll	Baptist Memorial Home Care & Hospice	Both	Gibson
19494	Davidson	Elk Valley Health Services Inc	Home	Gibson
19544	Davidson	Home Care Solutions, Inc	Home	Gibson
20055	Decatur	Volunteer Homecare of West Tennessee	Home	Gibson
23035	Dyer	Regional Home Care - Dyersburg	Home	Gibson
27025	Gibson	NHC Homecare	Home	Gibson
27085	Gibson	Volunteer Home Care, Inc	Home	Gibson
39035	Henderson	Regional Home Care - Lexington	Home	Gibson
57075	Madison	Amedisys Home Health Care	Home	Gibson
57095	Madison	Extendicare Home Health of West Tennessee	Home	Gibson
57165	Madison	F. C. of Tennessee, Inc.	Home	Gibson
57055	Madison	Medical Center Home Health	Home	Gibson
57085	Madison	Regional Home Care - Jackson	Home	Gibson
66035	Obion	Extendicare Home Health of Western Tennessee	Home	Gibson
92025	Weakley	Careall Homecare Services	Home	Gibson
		<b>Gibson County Total Agencies</b>	<b>16</b>	
19494	Davidson	Elk Valley Health Services Inc	Home	Hardin
19544	Davidson	Home Care Solutions, Inc	Home	Hardin
20045	Decatur	Tennessee Quality Homecare - Southwest	Home	Hardin
20055	Decatur	Volunteer Homecare of West Tennessee	Home	Hardin
33103	Hamilton	Amedisys Home Health	Home	Hardin
36025	Hardin	Deaconess Homecare	Home	Hardin
36035	Hardin	Hardin Medical Center Home Health	Home	Hardin
39035	Henderson	Regional Home Care - Lexington	Home	Hardin
57075	Madison	Amedisys Home Health Care	Home	Hardin
57095	Madison	Extendicare Home Health of West Tennessee	Home	Hardin
57165	Madison	F. C. of Tennessee, Inc.	Home	Hardin
57055	Madison	Medical Center Home Health	Home	Hardin
57085	Madison	Regional Home Care - Jackson	Home	Hardin
60074	Maury	Careall Homecare Services	Home	Hardin
60024	Maury	NHC Homecare	Home	Hardin
96010	Other	Magnolia Regional Health Care Home Hospice	Both	Hardin
		<b>Hardin County Total Agencies</b>	<b>16</b>	
03025	Benton	Tennessee Quality Homecare - Northwest	Home	Henderson
09065	Carroll	Baptist Memorial Home Care & Hospice	Both	Henderson
19494	Davidson	Elk Valley Health Services Inc	Home	Henderson
19544	Davidson	Home Care Solutions, Inc	Home	Henderson
20045	Decatur	Tennessee Quality Homecare - Southwest	Home	Henderson
20055	Decatur	Volunteer Homecare of West Tennessee	Home	Henderson
27025	Gibson	NHC Homecare	Home	Henderson
36025	Hardin	Deaconess Homecare	Home	Henderson
39035	Henderson	Regional Home Care - Lexington	Home	Henderson
57075	Madison	Amedisys Home Health Care	Home	Henderson
57095	Madison	Extendicare Home Health of West Tennessee	Home	Henderson
57165	Madison	F. C. of Tennessee, Inc.	Home	Henderson
57055	Madison	Medical Center Home Health	Home	Henderson
57085	Madison	Regional Home Care - Jackson	Home	Henderson

**Table Seven-C: Home Health Agencies Licensed To Serve Alere/Shelby's Requested Counties  
By State ID Within Each County Requested**

Health Statistics ID	Agency County	Agency	Type	Patient County
		<b>Henderson County Total Agencies</b>	<b>14</b>	
03025	Benton	Tennessee Quality Homecare - Northwest	Home	Henry
09065	Carroll	Baptist Memorial Home Care & Hospice	Both	Henry
19494	Davidson	Elk Valley Health Services Inc	Home	Henry
19544	Davidson	Home Care Solutions, Inc	Home	Henry
20055	Decatur	Volunteer Homecare of West Tennessee	Home	Henry
27025	Gibson	NHC Homecare	Home	Henry
27085	Gibson	Volunteer Home Care, Inc	Home	Henry
39035	Henderson	Regional Home Care - Lexington	Home	Henry
40075	Henry	Henry County Medical Center Home Health	Home	Henry
57075	Madison	Amedisys Home Health Care	Home	Henry
57095	Madison	Extendicare Home Health of West Tennessee	Home	Henry
57055	Madison	Medical Center Home Health	Home	Henry
57085	Madison	Regional Home Care - Jackson	Home	Henry
92025	Weakley	Careall Homecare Services	Home	Henry
		<b>Henry County Total Agencies</b>	<b>14</b>	
19494	Davidson	Elk Valley Health Services Inc	Home	Lake
19544	Davidson	Home Care Solutions, Inc	Home	Lake
23035	Dyer	Regional Home Care - Dyersburg	Home	Lake
27085	Gibson	Volunteer Home Care, Inc	Home	Lake
57095	Madison	Extendicare Home Health of West Tennessee	Home	Lake
57055	Madison	Medical Center Home Health	Home	Lake
66035	Obion	Extendicare Home Health of Western Tennessee	Home	Lake
92025	Weakley	Careall Homecare Services	Home	Lake
		<b>Lake County Total Agencies</b>	<b>8</b>	
19494	Davidson	Elk Valley Health Services Inc	Home	McNairy
19544	Davidson	Home Care Solutions, Inc	Home	McNairy
20045	Decatur	Tennessee Quality Homecare - Southwest	Home	McNairy
20055	Decatur	Volunteer Homecare of West Tennessee	Home	McNairy
24026	Fayette	NHC Homecare	Home	McNairy
33103	Hamilton	Amedisys Home Health	Home	McNairy
36025	Hardin	Deaconess Homecare	Home	McNairy
36035	Hardin	Hardin Medical Center Home Health	Home	McNairy
39035	Henderson	Regional Home Care - Lexington	Home	McNairy
57075	Madison	Amedisys Home Health Care	Home	McNairy
57095	Madison	Extendicare Home Health of West Tennessee	Home	McNairy
57165	Madison	F. C. of Tennessee, Inc.	Home	McNairy
57055	Madison	Medical Center Home Health	Home	McNairy
57085	Madison	Regional Home Care - Jackson	Home	McNairy
60074	Mauzy	Careall Homecare Services	Home	McNairy
96010	Other	Magnolia Regional Health Care Home Hospice	Both	McNairy
		<b>McNairy County Total Agencies</b>	<b>16</b>	
03025	Benton	Tennessee Quality Homecare - Northwest	Home	Obion
19494	Davidson	Elk Valley Health Services Inc	Home	Obion
19544	Davidson	Home Care Solutions, Inc	Home	Obion
23035	Dyer	Regional Home Care - Dyersburg	Home	Obion

**Table Seven-C: Home Health Agencies Licensed To Serve Alere/Shelby's Requested Counties  
By State ID Within Each County Requested**

Health Statistics ID	Agency County	Agency	Type	Patient County
27025	Gibson	NHC Homecare	Home	Obion
27085	Gibson	Volunteer Home Care, Inc	Home	Obion
57075	Madison	Amedisys Home Health Care	Home	Obion
57095	Madison	Extencicare Home Health of West Tennessee	Home	Obion
57055	Madison	Medical Center Home Health	Home	Obion
57085	Madison	Regional Home Care - Jackson	Home	Obion
66035	Obion	Extencicare Home Health of Western Tennessee	Home	Obion
96020	Other	Regional Home Care Parkway	Home	Obion
92025	Weakley	Careall Homecare Services	Home	Obion
		<b>Obion County Total Agencies</b>	<b>13</b>	
03025	Benton	Tennessee Quality Homecare - Northwest	Home	Perry
19724	Davidson	Careall	Home	Perry
19494	Davidson	Elk Valley Health Services Inc	Home	Perry
19544	Davidson	Home Care Solutions, Inc	Home	Perry
19694	Davidson	Willowbrook Home Health Care Agency	Home	Perry
20045	Decatur	Tennessee Quality Homecare - Southwest	Home	Perry
20055	Decatur	Volunteer Homecare of West Tennessee	Home	Perry
36025	Hardin	Deaconess Homecare	Home	Perry
36035	Hardin	Hardin Medical Center Home Health	Home	Perry
39035	Henderson	Regional Home Care - Lexington	Home	Perry
41034	Hickman	St. Thomas Home Health	Home	Perry
60074	Maury	Careall Homecare Services	Home	Perry
60024	Maury	NHC Homecare	Home	Perry
94084	Williamson	Vanderbilt HC Affiliated w/Walgreens IV & RT Svcs	Home	Perry
		<b>Perry County Total Agencies</b>	<b>14</b>	
19494	Davidson	Elk Valley Health Services Inc	Home	Wayne
19544	Davidson	Home Care Solutions, Inc	Home	Wayne
19694	Davidson	Willowbrook Home Health Care Agency	Home	Wayne
20045	Decatur	Tennessee Quality Homecare - Southwest	Home	Wayne
20055	Decatur	Volunteer Homecare of West Tennessee	Home	Wayne
36025	Hardin	Deaconess Homecare	Home	Wayne
36035	Hardin	Hardin Medical Center Home Health	Home	Wayne
39035	Henderson	Regional Home Care - Lexington	Home	Wayne
60074	Maury	Careall Homecare Services	Home	Wayne
60044	Maury	Maury Regional Home Services	Home	Wayne
60024	Maury	NHC Homecare	Home	Wayne
94084	Williamson	Vanderbilt HC Affiliated w/Walgreens IV & RT Svcs	Home	Wayne
		<b>Wayne County Total Agencies</b>	<b>12</b>	
03025	Benton	Tennessee Quality Homecare - Northwest	Home	Weakley
09065	Carroll	Baptist Memorial Home Care & Hospice	Both	Weakley
19494	Davidson	Elk Valley Health Services Inc	Home	Weakley
19544	Davidson	Home Care Solutions, Inc	Home	Weakley
20055	Decatur	Volunteer Homecare of West Tennessee	Home	Weakley
27025	Gibson	NHC Homecare	Home	Weakley
27085	Gibson	Volunteer Home Care, Inc	Home	Weakley
39035	Henderson	Regional Home Care - Lexington	Home	Weakley
40075	Henry	Henry County Medical Center Home Health	Home	Weakley

**Table Seven-C: Home Health Agencies Licensed To Serve Alere/Shelby's Requested Counties  
By State ID Within Each County Requested**

Health Statistics ID	Agency County	Agency	Type	Patient County
57075	Madison	Amedisys Home Health Care	Home	Weakley
57095	Madison	Extendicare Home Health of West Tennessee	Home	Weakley
57165	Madison	F. C. of Tennessee, Inc.	Home	Weakley
57055	Madison	Medical Center Home Health	Home	Weakley
57085	Madison	Regional Home Care - Jackson	Home	Weakley
66035	Obion	Extendicare Home Health of Western Tennessee	Home	Weakley
96020	Other	Regional Home Care Parkway	Home	Weakley
92025	Weakley	Careall Homecare Services	Home	Weakley
<b>Weakley County Total Agencies</b>			<b>17</b>	

Source: Department of Health Licensure - 9/12/2014 (Updated 4/7/2015)



ALLEN  
MEMPHIS  
COUNTIES

TennCare Enrollment Report for September 2015

MCO	REGION	Total
AMERIGROUP COMMUNITY CARE		406,748
BLUECARE	East Tennessee	202,263
BLUECARE	Middle Tennessee	160,378
BLUECARE	West Tennessee	149,723
UnitedHealthcare Community Plan	East Tennessee	170,098
UnitedHealthcare Community Plan	Middle Tennessee	166,046
UnitedHealthcare Community Plan	West Tennessee	139,930
TENNCARE SELECT HIGH	All	51,028
TENNCARE SELECT LOW	All	13,880
PACE		273
Awaiting MCO assignment		658
<b>Grand Total</b>		<b>1,461,025</b>

COUNTY	Female				Male				Male Total	Grand Total	
	0 - 18	19 - 20	21 - 64	65 →	Total	0 - 18	19 - 20	21 - 64			65 →
ANDERSON	4,186	351	4,231	606	9,374	4,359	313	2,006	273	6,951	16,325
BEDFORD	3,758	275	3,028	236	7,297	3,958	217	1,239	120	5,534	12,831
BENTON	1,019	99	1,099	148	2,365	1,045	94	575	71	1,785	4,150
BLEDSE	793	82	801	117	1,793	903	70	468	56	1,497	3,290
BLOUNT	5,949	514	5,905	670	13,038	5,983	381	2,636	299	9,299	22,337
BRADLEY	5,874	515	5,797	692	12,878	6,165	369	2,512	287	9,333	22,211
CAMPBELL	2,897	316	3,708	668	7,589	3,083	219	2,038	382	5,722	13,311
CANNON	749	68	804	131	1,752	791	69	377	53	1,290	3,042
CARROLL	1,796	169	2,123	327	4,415	1,983	172	1,062	134	3,351	7,766
CARTER	3,167	300	3,470	725	7,662	3,304	228	1,787	261	5,580	13,242
CHEATHAM	1,961	189	1,907	161	4,218	2,073	159	872	84	3,188	7,406
CHESTER	1,039	98	1,017	146	2,300	1,068	67	427	67	1,629	3,929
CLAIBORNE	2,055	224	2,458	552	5,289	2,190	173	1,465	259	4,087	9,376
CLAY	544	44	534	116	1,238	551	37	342	77	1,007	2,245
COCKE	2,767	253	3,088	462	6,570	2,903	193	1,698	218	5,012	11,582
COFFEE	3,610	326	3,495	388	7,819	3,667	243	1,535	176	5,621	13,440
CROCKETT	1,093	89	966	208	2,356	1,051	70	461	81	1,663	4,019
CUMBERLAND	3,240	291	3,244	498	7,273	3,402	243	1,579	241	5,465	12,738
DAVIDSON	42,189	2,751	35,775	3,371	84,086	43,393	2,263	14,571	1,697	61,924	146,010
DECATUR	645	78	722	192	1,637	744	51	403	64	1,262	2,899
DEKALB	1,364	115	1,334	202	3,015	1,440	88	698	106	2,332	5,347
DICKSON	2,932	249	2,936	310	6,427	3,126	220	1,244	134	4,724	11,151
DYER	2,630	295	2,891	430	6,246	2,806	241	1,267	159	4,473	10,719
FAYETTE	1,840	155	1,756	300	4,051	1,958	113	742	140	2,953	7,004
FENTRESS	1,351	140	1,530	360	3,381	1,479	121	1,004	186	2,790	6,171
FRANKLIN	1,996	185	2,094	269	4,544	2,114	158	969	114	3,355	7,899



COUNTY	Female			Male			Male Total	Grand Total
	0 - 18	21 - 64	65 ->	0 - 18	21 - 64	65 ->		
GIBSON	3,264	326	3,474	600	7,664	3,534	268	13,333
GILES	1,614	154	1,663	235	3,666	1,623	127	6,326
GRAINGER	1,459	151	1,468	310	3,88	1,465	122	5,994
GREENE	3,614	348	4,176	725	8,363	3,871	258	15,417
GRUNDY	1,062	130	1,252	219	2,663	1,215	100	4,824
HAMBLETON	4,579	283	3,726	519	9,107	4,850	307	15,884
HAMILTON	17,760	1,347	17,642	2,363	39,112	18,662	1,114	67,049
HANCOCK	503	60	622	147	1,332	556	48	2,359
HARDEMAN	1,797	171	1,916	334	4,218	1,758	148	7,183
HARDIN	1,699	179	1,905	375	4,158	1,780	170	7,266
HAWKINS	3,385	314	3,638	601	7,938	3,507	268	13,858
HAYWOOD	1,486	145	1,641	264	3,536	1,621	109	5,955
HENDERSON	1,830	164	1,941	265	4,200	1,932	144	7,229
HENRY	2,003	185	2,145	288	4,621	2,196	171	8,137
HICKMAN	1,519	153	1,609	194	3,475	1,749	137	6,313
HOUSTON	482	38	527	115	1,162	508	33	2,034
HUMPHREYS	1,084	89	1,134	154	2,461	1,111	71	4,239
JACKSON	668	60	730	136	1,594	726	62	2,890
JEFFERSON	3,247	259	3,130	480	7,116	3,349	225	12,442
JOHNSON	991	96	1,138	281	2,506	1,069	81	4,529
KNOX	19,940	1,609	20,273	2,420	44,242	20,913	1,303	76,364
LAKE	467	38	639	148	1,292	542	40	2,230
LAUDERDALE	2,011	196	2,145	310	4,662	2,107	165	7,975
LAWRENCE	2,672	238	2,682	411	6,003	2,859	168	10,525
LEWIS	780	67	747	129	1,723	767	70	2,964
LINCOLN	2,025	167	1,877	281	4,350	2,101	133	7,596
LOUDON	2,493	210	2,219	266	5,188	2,576	130	9,028
MACON	1,795	168	1,647	238	3,848	1,888	136	6,805
MADISON	6,631	537	6,799	843	14,810	6,762	426	24,766
MARION	1,791	172	1,976	230	4,169	1,817	133	7,125
MARSHALL	1,821	123	1,716	178	3,838	1,921	112	6,649
MAURY	5,035	359	4,746	535	10,675	5,298	299	18,323
MCMINN	3,059	282	3,197	521	7,059	3,283	221	12,269
MCNAIRY	1,767	183	2,077	354	4,381	1,949	149	7,798
MEIGS	799	75	871	90	1,835	840	61	3,209
MONROE	2,874	275	3,001	482	6,632	3,128	217	11,752
MONTGOMERY	9,238	636	8,878	678	19,430	9,467	508	32,715
MOORE	201	19	187	44	451	256	28	840
MORGAN	1,189	119	1,213	194	2,715	1,260	110	4,808
OBION	2,037	194	2,169	297	4,697	2,147	125	7,975
OVERTON	1,215	152	1,281	275	2,923	1,343	117	5,220
PERRY	564	38	501	79	1,182	530	54	2,084
PICKETT	250	28	296	83	657	305	38	1,204
POLK	1,023	121	1,089	153	2,386	1,061	78	4,175
PUTNAM	4,295	363	4,343	753	9,754	4,468	306	17,109
RHEA	2,386	208	2,268	353	5,215	2,458	171	9,100
ROANE	2,666	234	3,141	510	6,551	2,987	223	11,614
ROBERTSON	3,927	295	3,239	371	7,832	4,154	226	13,688
RUTHERFORD	13,853	1,096	11,921	975	27,845	14,459	799	47,790

COUNTY	Female			Male			Male Total	Grand Total
	0 - 18	19 - 20	21 - 64	65 ->	0 - 18	19 - 20	21 - 64	65 ->
SCOTT	1,889	183	2,092	385	4,549	2,021	1,123	191
SEQUATCHIE	1,017	86	1,046	148	2,267	1,054	74	49
SEVIER	5,585	460	4,871	453	11,369	6,011	2,055	159
SHELBY	75,682	5,986	69,053	6,815	157,536	77,355	22,911	2,900
SMITH	1,096	112	1,128	162	2,498	1,106	530	60
STEWART	732	70	796	111	1,709	783	390	54
SULLIVAN	7,973	715	9,062	1,309	19,059	8,471	4,492	564
SUMNER	7,913	652	7,415	790	16,770	8,354	2,914	313
TIPTON	3,668	347	3,529	364	7,908	3,855	1,377	129
TROUSDALE	530	72	505	71	1,178	512	241	36
UNICOI	946	94	1,060	256	2,356	1,047	84	505
UNION	1,378	131	1,267	160	2,936	1,303	697	85
VAN BUREN	328	32	342	59	761	359	189	49
WARREN	2,889	226	2,840	432	6,387	3,010	1,361	194
WASHINGTON	5,808	502	6,614	968	13,892	6,017	3,080	430
WAYNE	840	76	886	164	1,966	870	435	73
WEAKLEY	1,837	172	2,030	310	4,349	1,889	959	111
WHITE	1,762	166	1,803	296	4,027	1,892	1,006	123
WILLIAMSON	3,329	256	2,726	366	6,677	3,526	1,104	150
WILSON	5,048	393	4,769	471	10,681	5,311	1,897	192
Other	3,946	313	5,789	209	10,257	4,233	2,134	98
Grand Total	388,490	32,069	378,951	47,390	846,900	405,046	161,510	21,051
						265,18	614,125	1,461,025

Reports include some membership additions that are the result of retroactivity; however, additional retroactivity may still occur. The "Other" county category reflects recipients who are Tennessee residents for which their domicile is temporarily located outside of the state.

Search

**Topics**  
Population, Economy

**Geography**  
Maps, Products

**Library**  
Infographic, Publications

**Data**  
Tools, Developers

**Surveys/Programs**  
Respond, Survey Data

**Newsroom**  
News, Blogs

**About Us**  
Our Research

State &amp; County QuickFacts

Thank you for your feedback! The new delivers the following improvements: Search by zip code, improved table display, browse more data feature, download data, and more.

## Benton County, Tennessee

People QuickFacts	Benton County	Tennessee
Population, 2014 estimate	16,145	6,549,352
Population, 2010 (April 1) estimates base	16,489	6,346,275
Population, percent change - April 1, 2010 to July 1, 2014	-2.1%	3.2%
Population, 2010	16,489	6,346,105
Persons under 5 years, percent, 2014	5.1%	6.1%
Persons under 18 years, percent, 2014	19.8%	22.8%
Persons 65 years and over, percent, 2014	22.5%	15.1%
Female persons, percent, 2014	50.5%	51.3%
White alone, percent, 2014 (a)	94.9%	78.9%
Black or African American alone, percent, 2014 (a)	2.5%	17.1%
American Indian and Alaska Native alone, percent, 2014 (a)	0.6%	0.4%
Asian alone, percent, 2014 (a)	0.5%	1.7%
Native Hawaiian and Other Pacific Islander alone, percent, 2014 (a)	Z	0.1%
Two or More Races, percent, 2014	1.4%	1.7%
Hispanic or Latino, percent, 2014 (b)	2.2%	5.0%
White alone, not Hispanic or Latino, percent, 2014	93.0%	74.6%
Living in same house 1 year & over, percent, 2009-2013	89.0%	84.6%
Foreign born persons, percent, 2009-2013	1.6%	4.6%
Language other than English spoken at home, pct age 5+, 2009-2013	2.6%	6.6%
High school graduate or higher, percent of persons age 25+, 2009-2013	78.5%	84.4%
Bachelor's degree or higher, percent of persons age 25+, 2009-2013	10.3%	23.8%
Veterans, 2009-2013	1,689	484,901
Mean travel time to work (minutes), workers age 16+, 2009-2013	23.6	24.3
Housing units, 2014	8,977	2,869,323
Homeownership rate, 2009-2013	78.7%	67.8%
Housing units in multi-unit structures, percent, 2009-2013	3.9%	18.3%
Median value of owner-occupied housing units, 2009-2013	\$80,100	\$139,200
Households, 2009-2013	6,892	2,475,195
Persons per household, 2009-2013	2.35	2.52
Per capita money income in past 12 months (2013 dollars), 2009-2013	\$18,456	\$24,409
Median household income, 2009-2013	\$33,033	\$44,298
Persons below poverty level, percent, 2009-2013	22.1%	17.6%
Business QuickFacts	Benton County	Tennessee
Private nonfarm establishments, 2013	308	130,819 <sup>1</sup>
Private nonfarm employment, 2013	3,253	2,394,068 <sup>1</sup>
Private nonfarm employment, percent change, 2012-2013	2.4%	2.1% <sup>1</sup>
Nonemployer establishments, 2013	1,039	470,330
Total number of firms, 2007	1,519	545,348
Black-owned firms, percent, 2007	S	8.4%
American Indian- and Alaska Native-owned firms, percent, 2007	F	0.5%
Asian-owned firms, percent, 2007	F	2.0%
Native Hawaiian and Other Pacific Islander-owned firms, percent, 2007	F	0.1%
Hispanic-owned firms, percent, 2007	F	1.6%
Women-owned firms, percent, 2007	S	25.9%
Manufacturers shipments, 2007 (\$1000)	82,258	140,447,760
Merchant wholesaler sales, 2007 (\$1000)	35,221	80,116,528
Retail sales, 2007 (\$1000)	136,843	77,547,291
Retail sales per capita, 2007	\$8,472	\$12,563
Accommodation and food services sales, 2007 (\$1000)	13,340	10,626,759
Building permits, 2014	0	27,632
Geography QuickFacts	Benton County	Tennessee
Land area in square miles, 2010	394.14	41,234.90



Search

[Topics](#)  
 Population, Economy

[Geography](#)  
 Maps, Products

[Library](#)  
 Infographic, Publications

[Data](#)  
 Tools, Developers

[Surveys/Programs](#)  
 Respond, Survey Data

[Newsroom](#)  
 News, Blogs

[About Us](#)  
 Our Research

State &amp; County QuickFacts

Thank you for your feedback! The new delivers the following improvements: Search by zip code, improved table display, browse more data feature, download data, and more.

## Carroll County, Tennessee

People QuickFacts	Carroll County	Tennessee
Population, 2014 estimate	28,370	6,549,352
Population, 2010 (April 1) estimates base	28,505	6,346,275
Population, percent change - April 1, 2010 to July 1, 2014	-0.5%	3.2%
Population, 2010	28,522	6,346,105
Persons under 5 years, percent, 2014	6.0%	6.1%
Persons under 18 years, percent, 2014	21.6%	22.8%
Persons 65 years and over, percent, 2014	19.7%	15.1%
Female persons, percent, 2014	51.4%	51.3%
White alone, percent, 2014 (a)	87.0%	78.9%
Black or African American alone, percent, 2014 (a)	10.3%	17.1%
American Indian and Alaska Native alone, percent, 2014 (a)	0.5%	0.4%
Asian alone, percent, 2014 (a)	0.3%	1.7%
Native Hawaiian and Other Pacific Islander alone, percent, 2014 (a)	Z	0.1%
Two or More Races, percent, 2014	1.8%	1.7%
Hispanic or Latino, percent, 2014 (b)	2.4%	5.0%
White alone, not Hispanic or Latino, percent, 2014	85.0%	74.6%
Living in same house 1 year & over, percent, 2009-2013	86.4%	84.6%
Foreign born persons, percent, 2009-2013	0.9%	4.6%
Language other than English spoken at home, pct age 5+, 2009-2013	1.3%	6.6%
High school graduate or higher, percent of persons age 25+, 2009-2013	78.6%	84.4%
Bachelor's degree or higher, percent of persons age 25+, 2009-2013	15.4%	23.8%
Veterans, 2009-2013	2,429	484,901
Mean travel time to work (minutes), workers age 16+, 2009-2013	26.2	24.3
Housing units, 2014	13,181	2,869,323
Homeownership rate, 2009-2013	75.8%	67.8%
Housing units in multi-unit structures, percent, 2009-2013	8.2%	18.3%
Median value of owner-occupied housing units, 2009-2013	\$80,500	\$139,200
Households, 2009-2013	11,022	2,475,195
Persons per household, 2009-2013	2.50	2.52
Per capita money income in past 12 months (2013 dollars), 2009-2013	\$18,330	\$24,409
Median household income, 2009-2013	\$35,049	\$44,298
Persons below poverty level, percent, 2009-2013	20.1%	17.6%
Business QuickFacts	Carroll County	Tennessee
Private nonfarm establishments, 2013	437	130,819 <sup>1</sup>
Private nonfarm employment, 2013	6,526	2,394,068 <sup>1</sup>
Private nonfarm employment, percent change, 2012-2013	3.9%	2.1% <sup>1</sup>
Nonemployer establishments, 2013	1,573	470,330
Total number of firms, 2007	2,521	545,348
Black-owned firms, percent, 2007	S	8.4%
American Indian- and Alaska Native-owned firms, percent, 2007	F	0.5%
Asian-owned firms, percent, 2007	F	2.0%
Native Hawaiian and Other Pacific Islander-owned firms, percent, 2007	F	0.1%
Hispanic-owned firms, percent, 2007	F	1.6%
Women-owned firms, percent, 2007	24.5%	25.9%
Manufacturers shipments, 2007 (\$1000)	767,010	140,447,760
Merchant wholesaler sales, 2007 (\$1000)	71,811	80,116,528
Retail sales, 2007 (\$1000)	188,945	77,547,291
Retail sales per capita, 2007	\$6,564	\$12,563
Accommodation and food services sales, 2007 (\$1000)	15,356	10,626,759
Building permits, 2014	5	27,632
Geography QuickFacts	Carroll County	Tennessee
Land area in square miles, 2010	599.25	41,234.90

Search

**Topics**  
 Population, Economy

**Geography**  
 Maps, Products

**Library**  
 Infographics, Publications

**Data**  
 Tools, Developers

**Surveys/Programs**  
 Respond, Survey Data

**Newsroom**  
 News, Blogs

**About Us**  
 Our Research

State &amp; County QuickFacts

Thank you for your feedback! The new delivers the following improvements: Search by zip code, improved table display, browse more data feature, download data, and more.

## Crockett County, Tennessee

People QuickFacts	Crockett County	Tennessee
Population, 2014 estimate	14,668	6,549,352
Population, 2010 (April 1) estimates base	14,584	6,346,275
Population, percent change - April 1, 2010 to July 1, 2014	0.6%	3.2%
Population, 2010	14,586	6,346,105
Persons under 5 years, percent, 2014	5.8%	6.1%
Persons under 18 years, percent, 2014	24.5%	22.8%
Persons 65 years and over, percent, 2014	17.4%	15.1%
Female persons, percent, 2014	52.1%	51.3%
White alone, percent, 2014 (a)	83.4%	78.9%
Black or African American alone, percent, 2014 (a)	13.7%	17.1%
American Indian and Alaska Native alone, percent, 2014 (a)	0.5%	0.4%
Asian alone, percent, 2014 (a)	0.3%	1.7%
Native Hawaiian and Other Pacific Islander alone, percent, 2014 (a)	Z	0.1%
Two or More Races, percent, 2014	2.0%	1.7%
Hispanic or Latino, percent, 2014 (b)	9.7%	5.0%
White alone, not Hispanic or Latino, percent, 2014	75.2%	74.6%
Living in same house 1 year & over, percent, 2009-2013	87.6%	84.6%
Foreign born persons, percent, 2009-2013	4.9%	4.6%
Language other than English spoken at home, pct age 5+, 2009-2013	9.0%	6.6%
High school graduate or higher, percent of persons age 25+, 2009-2013	76.1%	84.4%
Bachelor's degree or higher, percent of persons age 25+, 2009-2013	11.9%	23.8%
Veterans, 2009-2013	849	484,901
Mean travel time to work (minutes), workers age 16+, 2009-2013	22.1	24.3
Housing units, 2014	6,399	2,869,323
Homeownership rate, 2009-2013	68.3%	67.8%
Housing units in multi-unit structures, percent, 2009-2013	6.6%	18.3%
Median value of owner-occupied housing units, 2009-2013	\$85,700	\$139,200
Households, 2009-2013	5,619	2,475,195
Persons per household, 2009-2013	2.55	2.52
Per capita money income in past 12 months (2013 dollars), 2009-2013	\$18,664	\$24,409
Median household income, 2009-2013	\$36,066	\$44,298
Persons below poverty level, percent, 2009-2013	18.9%	17.6%
<b>Business QuickFacts</b>	<b>Crockett County</b>	<b>Tennessee</b>
Private nonfarm establishments, 2013	213	130,819 <sup>2</sup>
Private nonfarm employment, 2013	1,709	2,394,068 <sup>2</sup>
Private nonfarm employment, percent change, 2012-2013	-11.8%	2.1% <sup>2</sup>
Nonemployer establishments, 2013	932	470,330
Total number of firms, 2007	1,472	545,348
Black-owned firms, percent, 2007	S	8.4%
American Indian- and Alaska Native-owned firms, percent, 2007	F	0.5%
Asian-owned firms, percent, 2007	F	2.0%
Native Hawaiian and Other Pacific Islander-owned firms, percent, 2007	F	0.1%
Hispanic-owned firms, percent, 2007	F	1.6%
Women-owned firms, percent, 2007	18.5%	25.9%
Manufacturers shipments, 2007 (\$1000)	0 <sup>1</sup>	140,447,760
Merchant wholesaler sales, 2007 (\$1000)	112,094	80,116,528
Retail sales, 2007 (\$1000)	65,024	77,547,291
Retail sales per capita, 2007	\$4,515	\$12,563
Accommodation and food services sales, 2007 (\$1000)	6,995	10,626,759
Building permits, 2014	2	27,632
<b>Geography QuickFacts</b>	<b>Crockett County</b>	<b>Tennessee</b>
Land area in square miles, 2010	265.54	41,234.90

Search

## Topics

Population, Economy

## Geography

Maps, Products

## Library

Infographies, Publications

## Data

Tools, Developers

## Surveys/Programs

Respond, Survey Data

## Newsroom

News, Blogs

## About Us

Our Research

## State &amp; County QuickFacts

Thank you for your feedback! The new delivers the following improvements: Search by zip code, improved table display, browse more data feature, download data, and more.

## Decatur County, Tennessee

People QuickFacts	Decatur County	Tennessee
Population, 2014 estimate	11,666	6,549,352
Population, 2010 (April 1) estimates base	11,750	6,346,275
Population, percent change - April 1, 2010 to July 1, 2014	-0.7%	3.2%
Population, 2010	11,757	6,346,105
Persons under 5 years, percent, 2014	4.9%	6.1%
Persons under 18 years, percent, 2014	20.0%	22.8%
Persons 65 years and over, percent, 2014	22.7%	15.1%
Female persons, percent, 2014	50.9%	51.3%
White alone, percent, 2014 (a)	94.8%	78.9%
Black or African American alone, percent, 2014 (a)	3.0%	17.1%
American Indian and Alaska Native alone, percent, 2014 (a)	0.3%	0.4%
Asian alone, percent, 2014 (a)	0.6%	1.7%
Native Hawaiian and Other Pacific Islander alone, percent, 2014 (a)	0.1%	0.1%
Two or More Races, percent, 2014	1.1%	1.7%
Hispanic or Latino, percent, 2014 (b)	2.9%	5.0%
White alone, not Hispanic or Latino, percent, 2014	92.1%	74.6%
Living in same house 1 year & over, percent, 2009-2013	87.4%	84.6%
Foreign born persons, percent, 2009-2013	1.6%	4.6%
Language other than English spoken at home, pct age 5+, 2009-2013	1.9%	6.6%
High school graduate or higher, percent of persons age 25+, 2009-2013	78.8%	84.4%
Bachelor's degree or higher, percent of persons age 25+, 2009-2013	14.2%	23.8%
Veterans, 2009-2013	1,001	484,901
Mean travel time to work (minutes), workers age 16+, 2009-2013	26.8	24.3
Housing units, 2014	6,835	2,869,323
Homeownership rate, 2009-2013	77.2%	67.8%
Housing units in multi-unit structures, percent, 2009-2013	4.1%	18.3%
Median value of owner-occupied housing units, 2009-2013	\$83,100	\$139,200
Households, 2009-2013	5,066	2,475,195
Persons per household, 2009-2013	2.26	2.52
Per capita money income in past 12 months (2013 dollars), 2009-2013	\$25,368	\$24,409
Median household income, 2009-2013	\$36,258	\$44,298
Persons below poverty level, percent, 2009-2013	22.6%	17.6%
Business QuickFacts	Decatur County	Tennessee
Private nonfarm establishments, 2013	208	130,819 <sup>1</sup>
Private nonfarm employment, 2013	2,984	2,394,068 <sup>1</sup>
Private nonfarm employment, percent change, 2012-2013	-1.1%	2.1% <sup>1</sup>
Nonemployer establishments, 2013	839	470,330
Total number of firms, 2007	980	545,348
Black-owned firms, percent, 2007	F	8.4%
American Indian- and Alaska Native-owned firms, percent, 2007	F	0.5%
Asian-owned firms, percent, 2007	F	2.0%
Native Hawaiian and Other Pacific Islander-owned firms, percent, 2007	F	0.1%
Hispanic-owned firms, percent, 2007	F	1.6%
Women-owned firms, percent, 2007	S	25.9%
Manufacturers shipments, 2007 (\$1000)	D	140,447,760
Merchant wholesaler sales, 2007 (\$1000)	D	80,116,528
Retail sales, 2007 (\$1000)	98,877	77,547,291
Retail sales per capita, 2007	\$8,594	\$12,563
Accommodation and food services sales, 2007 (\$1000)	6,048	10,626,759
Building permits, 2014	0	27,632
Geography QuickFacts	Decatur County	Tennessee
Land area in square miles, 2010	333.85	41,234.90

[Search](#)

[Topics](#)  
 Population, Economy

[Geography](#)  
 Maps, Products

[Library](#)  
 Infographics, Publications

[Data](#)  
 Tools, Developers

[Surveys/Programs](#)  
 Respond, Survey Data

[Newsroom](#)  
 News, Blogs

[About Us](#)  
 Our Research

State &amp; County QuickFacts

Thank you for your feedback! The new delivers the following improvements: Search by zip code, improved table display, browse more data feature, download data, and more.

**Dyer County, Tennessee**

People QuickFacts	Dyer County	Tennessee
Population, 2014 estimate	37,935	6,549,352
Population, 2010 (April 1) estimates base	38,337	6,346,275
Population, percent change - April 1, 2010 to July 1, 2014	-1.0%	3.2%
Population, 2010	38,335	6,346,105
Persons under 5 years, percent, 2014	6.5%	6.1%
Persons under 18 years, percent, 2014	24.1%	22.8%
Persons 65 years and over, percent, 2014	16.5%	15.1%
Female persons, percent, 2014	51.7%	51.3%
White alone, percent, 2014 (a)	82.9%	78.9%
Black or African American alone, percent, 2014 (a)	14.6%	17.1%
American Indian and Alaska Native alone, percent, 2014 (a)	0.3%	0.4%
Asian alone, percent, 2014 (a)	0.6%	1.7%
Native Hawaiian and Other Pacific Islander alone, percent, 2014 (a)	Z	0.1%
Two or More Races, percent, 2014	1.6%	1.7%
Hispanic or Latino, percent, 2014 (b)	3.1%	5.0%
White alone, not Hispanic or Latino, percent, 2014	80.3%	74.6%
Living in same house 1 year & over, percent, 2009-2013	81.5%	84.6%
Foreign born persons, percent, 2009-2013	1.8%	4.6%
Language other than English spoken at home, pct age 5+, 2009-2013	2.9%	6.6%
High school graduate or higher, percent of persons age 25+, 2009-2013	83.6%	84.4%
Bachelor's degree or higher, percent of persons age 25+, 2009-2013	18.1%	23.8%
Veterans, 2009-2013	3,083	484,901
Mean travel time to work (minutes), workers age 16+, 2009-2013	18.6	24.3
Housing units, 2014	16,785	2,869,323
Homeownership rate, 2009-2013	63.5%	67.8%
Housing units in multi-unit structures, percent, 2009-2013	13.0%	18.3%
Median value of owner-occupied housing units, 2009-2013	\$99,500	\$139,200
Households, 2009-2013	15,100	2,475,195
Persons per household, 2009-2013	2.49	2.52
Per capita money income in past 12 months (2013 dollars), 2009-2013	\$21,208	\$24,409
Median household income, 2009-2013	\$38,953	\$44,298
Persons below poverty level, percent, 2009-2013	17.8%	17.6%
Business QuickFacts	Dyer County	Tennessee
Private nonfarm establishments, 2013	792	130,819 <sup>1</sup>
Private nonfarm employment, 2013	12,300	2,394,068 <sup>1</sup>
Private nonfarm employment, percent change, 2012-2013	-4.8%	2.1% <sup>1</sup>
Nonemployer establishments, 2013	2,385	470,330
Total number of firms, 2007	3,139	545,348
Black-owned firms, percent, 2007	S	8.4%
American Indian- and Alaska Native-owned firms, percent, 2007	S	0.5%
Asian-owned firms, percent, 2007	F	2.0%
Native Hawaiian and Other Pacific Islander-owned firms, percent, 2007	F	0.1%
Hispanic-owned firms, percent, 2007	S	1.6%
Women-owned firms, percent, 2007	24.4%	25.9%
Manufacturers shipments, 2007 (\$1000)	1,646,993	140,447,780
Merchant wholesaler sales, 2007 (\$1000)	252,485	80,116,528
Retail sales, 2007 (\$1000)	514,056	77,547,291
Retail sales per capita, 2007	\$13,643	\$12,563
Accommodation and food services sales, 2007 (\$1000)	42,802	10,626,759
Building permits, 2014	56	27,632
Geography QuickFacts	Dyer County	Tennessee
Land area in square miles, 2010	512.33	41,234.90

[Search](#)**Topics**

Population, Economy

**Geography**

Maps, Products

**Library**

Infographics, Publications

**Data**

Tools, Developers

**Surveys/Programs**

Respond, Survey Data

**Newsroom**

News, Blogs

**About Us**

Our Research

## State &amp; County QuickFacts

Thank you for your feedback! The new delivers the following improvements: Search by zip code, improved table display, browse more data feature, download data, and more.

**Gibson County, Tennessee**

People QuickFacts	Gibson County	Tennessee
Population, 2014 estimate	49,472	6,549,352
Population, 2010 (April 1) estimates base	49,683	6,346,275
Population, percent change - April 1, 2010 to July 1, 2014	-0.4%	3.2%
Population, 2010	49,683	6,346,105
Persons under 5 years, percent, 2014	6.4%	6.1%
Persons under 18 years, percent, 2014	24.3%	22.8%
Persons 65 years and over, percent, 2014	17.6%	15.1%
Female persons, percent, 2014	52.3%	51.3%
White alone, percent, 2014 (a)	79.5%	78.9%
Black or African American alone, percent, 2014 (a)	18.6%	17.1%
American Indian and Alaska Native alone, percent, 2014 (a)	0.3%	0.4%
Asian alone, percent, 2014 (a)	0.3%	1.7%
Native Hawaiian and Other Pacific Islander alone, percent, 2014 (a)	Z	0.1%
Two or More Races, percent, 2014	1.3%	1.7%
Hispanic or Latino, percent, 2014 (b)	2.5%	5.0%
White alone, not Hispanic or Latino, percent, 2014	77.3%	74.6%
Living in same house 1 year & over, percent, 2009-2013	86.3%	84.6%
Foreign born persons, percent, 2009-2013	1.0%	4.6%
Language other than English spoken at home, pct age 5+, 2009-2013	2.9%	6.6%
High school graduate or higher, percent of persons age 25+, 2009-2013	82.7%	84.4%
Bachelor's degree or higher, percent of persons age 25+, 2009-2013	16.5%	23.8%
Veterans, 2009-2013	3,849	484,901
Mean travel time to work (minutes), workers age 16+, 2009-2013	24.4	24.3
Housing units, 2014	22,379	2,869,323
Homeownership rate, 2009-2013	72.7%	67.8%
Housing units in multi-unit structures, percent, 2009-2013	10.3%	18.3%
Median value of owner-occupied housing units, 2009-2013	\$87,700	\$139,200
Households, 2009-2013	19,205	2,475,195
Persons per household, 2009-2013	2.53	2.52
Per capita money income in past 12 months (2013 dollars), 2009-2013	\$20,402	\$24,409
Median household income, 2009-2013	\$38,343	\$44,298
Persons below poverty level, percent, 2009-2013	18.7%	17.6%
Business QuickFacts	Gibson County	Tennessee
Private nonfarm establishments, 2013	917	130,819 <sup>1</sup>
Private nonfarm employment, 2013	10,941	2,394,068 <sup>1</sup>
Private nonfarm employment, percent change, 2012-2013	-4.5%	2.1% <sup>1</sup>
Nonemployer establishments, 2013	2,809	470,330
Total number of firms, 2007	3,423	545,348
Black-owned firms, percent, 2007	S	8.4%
American Indian- and Alaska Native-owned firms, percent, 2007	F	0.5%
Asian-owned firms, percent, 2007	S	2.0%
Native Hawaiian and Other Pacific Islander-owned firms, percent, 2007	F	0.1%
Hispanic-owned firms, percent, 2007	1.4%	1.6%
Women-owned firms, percent, 2007	24.4%	25.9%
Manufacturers shipments, 2007 (\$1000)	977,402	140,447,760
Merchant wholesaler sales, 2007 (\$1000)	D	80,116,528
Retail sales, 2007 (\$1000)	438,966	77,547,291
Retail sales per capita, 2007	\$9,063	\$12,563
Accommodation and food services sales, 2007 (\$1000)	30,831	10,626,759
Building permits, 2014	108	27,632
Geography QuickFacts	Gibson County	Tennessee
Land area in square miles, 2010	602.74	41,234.90



[Search](#)**Topics**

Population, Economy

**Geography**

Maps, Products

**Library**

Infographics, Publications

**Data**

Tools, Developers

**Surveys/Programs**

Respond, Survey Data

**Newsroom**

News, Blogs

**About Us**

Our Research

## State &amp; County QuickFacts

Thank you for your feedback! The new delivers the following improvements: Search by zip code, improved table display, browse more data feature, download data, and more.

**Hardin County, Tennessee**

People QuickFacts	Hardin County	Tennessee
Population, 2014 estimate	25,870	6,549,352
Population, 2010 (April 1) estimates base	26,025	6,346,275
Population, percent change - April 1, 2010 to July 1, 2014	-0.6%	3.2%
Population, 2010	26,026	6,346,105
Persons under 5 years, percent, 2014	5.2%	6.1%
Persons under 18 years, percent, 2014	20.8%	22.8%
Persons 65 years and over, percent, 2014	21.0%	15.1%
Female persons, percent, 2014	51.6%	51.3%
White alone, percent, 2014 (a)	93.8%	78.9%
Black or African American alone, percent, 2014 (a)	3.7%	17.1%
American Indian and Alaska Native alone, percent, 2014 (a)	0.4%	0.4%
Asian alone, percent, 2014 (a)	0.6%	1.7%
Native Hawaiian and Other Pacific Islander alone, percent, 2014 (a)	Z	0.1%
Two or More Races, percent, 2014	1.5%	1.7%
Hispanic or Latino, percent, 2014 (b)	2.0%	5.0%
White alone, not Hispanic or Latino, percent, 2014	92.1%	74.6%
Living in same house 1 year & over, percent, 2009-2013	88.0%	84.6%
Foreign born persons, percent, 2009-2013	0.7%	4.6%
Language other than English spoken at home, pct age 5+, 2009-2013	1.8%	6.6%
High school graduate or higher, percent of persons age 25+, 2009-2013	76.4%	84.4%
Bachelor's degree or higher, percent of persons age 25+, 2009-2013	11.2%	23.8%
Veterans, 2009-2013	2,196	484,901
Mean travel time to work (minutes), workers age 16+, 2009-2013	22.2	24.3
Housing units, 2014	13,982	2,869,323
Homeownership rate, 2009-2013	77.9%	67.8%
Housing units in multi-unit structures, percent, 2009-2013	5.1%	18.3%
Median value of owner-occupied housing units, 2009-2013	\$98,000	\$139,200
Households, 2009-2013	9,934	2,475,195
Persons per household, 2009-2013	2.58	2.52
Per capita money income in past 12 months (2013 dollars), 2009-2013	\$20,127	\$24,409
Median household income, 2009-2013	\$33,622	\$44,298
Persons below poverty level, percent, 2009-2013	22.6%	17.6%
Business QuickFacts	Hardin County	Tennessee
Private nonfarm establishments, 2013	500	130,819 <sup>1</sup>
Private nonfarm employment, 2013	6,873	2,394,068 <sup>1</sup>
Private nonfarm employment, percent change, 2012-2013	6.0%	2.1% <sup>1</sup>
Nonemployer establishments, 2013	1,780	470,330
Total number of firms, 2007	2,399	545,348
Black-owned firms, percent, 2007	S	8.4%
American Indian- and Alaska Native-owned firms, percent, 2007	F	0.5%
Asian-owned firms, percent, 2007	S	2.0%
Native Hawaiian and Other Pacific Islander-owned firms, percent, 2007	F	0.1%
Hispanic-owned firms, percent, 2007	F	1.6%
Women-owned firms, percent, 2007	26.8%	25.9%
Manufacturers shipments, 2007 (\$1000)	691,797	140,447,760
Merchant wholesaler sales, 2007 (\$1000)	79,735	80,116,528
Retail sales, 2007 (\$1000)	313,661	77,547,291
Retail sales per capita, 2007	\$11,995	\$12,563
Accommodation and food services sales, 2007 (\$1000)	28,737	10,626,759
Building permits, 2014	8	27,632
Geography QuickFacts	Hardin County	Tennessee
Land area in square miles, 2010	577.32	41,234.90

[Search](#)[Topics](#)  
Population, Economy[Geography](#)  
Maps, Products[Library](#)  
Infographics, Publications[Data](#)  
Tools, Developers[Surveys/Programs](#)  
Respond, Survey Data[Newsroom](#)  
News, Blogs[About Us](#)  
Our Research

State &amp; County QuickFacts

Thank you for your feedback! The new delivers the following improvements: Search by zip code, improved table display, browse more data feature, download data, and more.

**Henderson County, Tennessee**

People QuickFacts	Henderson County	Tennessee
Population, 2014 estimate	28,009	6,549,352
Population, 2010 (April 1) estimates base	27,793	6,346,275
Population, percent change - April 1, 2010 to July 1, 2014	0.8%	3.2%
Population, 2010	27,789	6,346,105
Persons under 5 years, percent, 2014	5.9%	6.1%
Persons under 18 years, percent, 2014	23.3%	22.8%
Persons 65 years and over, percent, 2014	16.8%	15.1%
Female persons, percent, 2014	51.5%	51.3%
White alone, percent, 2014 (a)	89.4%	78.9%
Black or African American alone, percent, 2014 (a)	8.1%	17.1%
American Indian and Alaska Native alone, percent, 2014 (a)	0.3%	0.4%
Asian alone, percent, 2014 (a)	0.4%	1.7%
Native Hawaiian and Other Pacific Islander alone, percent, 2014 (a)	Z	0.1%
Two or More Races, percent, 2014	1.8%	1.7%
Hispanic or Latino, percent, 2014 (b)	2.3%	5.0%
White alone, not Hispanic or Latino, percent, 2014	87.4%	74.6%
Living in same house 1 year & over, percent, 2009-2013	89.7%	84.6%
Foreign born persons, percent, 2009-2013	0.8%	4.6%
Language other than English spoken at home, pct age 5+, 2009-2013	2.7%	6.6%
High school graduate or higher, percent of persons age 25+, 2009-2013	80.9%	84.4%
Bachelor's degree or higher, percent of persons age 25+, 2009-2013	13.1%	23.8%
Veterans, 2009-2013	2,093	484,901
Mean travel time to work (minutes), workers age 16+, 2009-2013	23.6	24.3
Housing units, 2014	12,817	2,869,323
Homeownership rate, 2009-2013	75.7%	67.8%
Housing units in multi-unit structures, percent, 2009-2013	6.8%	18.3%
Median value of owner-occupied housing units, 2009-2013	\$94,400	\$139,200
Households, 2009-2013	10,930	2,475,195
Persons per household, 2009-2013	2.53	2.52
Per capita money income in past 12 months (2013 dollars), 2009-2013	\$20,449	\$24,409
Median household income, 2009-2013	\$38,280	\$44,298
Persons below poverty level, percent, 2009-2013	18.8%	17.6%
Business QuickFacts	Henderson County	Tennessee
Private nonfarm establishments, 2013	482	130,819 <sup>1</sup>
Private nonfarm employment, 2013	6,238	2,394,068 <sup>1</sup>
Private nonfarm employment, percent change, 2012-2013	-4.4%	2.1% <sup>1</sup>
Nonemployer establishments, 2013	1,806	470,330
Total number of firms, 2007	2,451	545,348
Black-owned firms, percent, 2007	3.3%	8.4%
American Indian- and Alaska Native-owned firms, percent, 2007	F	0.5%
Asian-owned firms, percent, 2007	F	2.0%
Native Hawaiian and Other Pacific Islander-owned firms, percent, 2007	F	0.1%
Hispanic-owned firms, percent, 2007	F	1.6%
Women-owned firms, percent, 2007	23.2%	25.9%
Manufacturers shipments, 2007 (\$1000)	566,730	140,447,760
Merchant wholesaler sales, 2007 (\$1000)	31,846	80,116,528
Retail sales, 2007 (\$1000)	279,627	77,547,291
Retail sales per capita, 2007	\$10,450	\$12,563
Accommodation and food services sales, 2007 (\$1000)	20,893	10,626,759
Building permits, 2014	1	27,632
Geography QuickFacts	Henderson County	Tennessee
Land area in square miles, 2010	520.07	41,234.90

Search

## Topics

Population, Economy

## Geography

Maps, Products

## Library

Infographics, Publications

## Data

Tools, Developers

## Surveys/Programs

Respond, Survey Data

## Newsroom

News, Blogs

## About Us

Our Research

## State &amp; County QuickFacts

Thank you for your feedback! The new delivers the following improvements: Search by zip code, improved table display, browse more data feature, download data, and more.

## Henry County, Tennessee

People QuickFacts	Henry County	Tennessee
Population, 2014 estimate	32,204	6,549,352
Population, 2010 (April 1) estimates base	32,330	6,346,275
Population, percent change - April 1, 2010 to July 1, 2014	-0.4%	3.2%
Population, 2010	32,330	6,346,105
Persons under 5 years, percent, 2014	5.0%	6.1%
Persons under 18 years, percent, 2014	21.0%	22.8%
Persons 65 years and over, percent, 2014	21.6%	15.1%
Female persons, percent, 2014	51.5%	51.3%
White alone, percent, 2014 (a)	89.3%	78.9%
Black or African American alone, percent, 2014 (a)	8.2%	17.1%
American Indian and Alaska Native alone, percent, 2014 (a)	0.3%	0.4%
Asian alone, percent, 2014 (a)	0.4%	1.7%
Native Hawaiian and Other Pacific Islander alone, percent, 2014 (a)	Z	0.1%
Two or More Races, percent, 2014	1.7%	1.7%
Hispanic or Latino, percent, 2014 (b)	2.3%	5.0%
White alone, not Hispanic or Latino, percent, 2014	87.4%	74.6%
Living in same house 1 year & over, percent, 2009-2013	85.7%	84.6%
Foreign born persons, percent, 2009-2013	1.6%	4.6%
Language other than English spoken at home, pct age 5+, 2009-2013	3.2%	6.6%
High school graduate or higher, percent of persons age 25+, 2009-2013	82.3%	84.4%
Bachelor's degree or higher, percent of persons age 25+, 2009-2013	16.0%	23.8%
Veterans, 2009-2013	3,572	484,901
Mean travel time to work (minutes), workers age 16+, 2009-2013	21.9	24.3
Housing units, 2014	17,003	2,869,323
Homeownership rate, 2009-2013	73.2%	67.8%
Housing units in multi-unit structures, percent, 2009-2013	7.9%	18.3%
Median value of owner-occupied housing units, 2009-2013	\$91,300	\$139,200
Households, 2009-2013	13,473	2,475,195
Persons per household, 2009-2013	2.35	2.52
Per capita money income in past 12 months (2013 dollars), 2009-2013	\$22,239	\$24,409
Median household income, 2009-2013	\$36,950	\$44,298
Persons below poverty level, percent, 2009-2013	19.2%	17.6%
Business QuickFacts	Henry County	Tennessee
Private nonfarm establishments, 2013	700	130,819 <sup>1</sup>
Private nonfarm employment, 2013	8,602	2,394,068 <sup>1</sup>
Private nonfarm employment, percent change, 2012-2013	-1.3%	2.1% <sup>1</sup>
Nonemployer establishments, 2013	2,177	470,330
Total number of firms, 2007	2,520	545,348
Black-owned firms, percent, 2007	S	8.4%
American Indian- and Alaska Native-owned firms, percent, 2007	S	0.5%
Asian-owned firms, percent, 2007	S	2.0%
Native Hawaiian and Other Pacific Islander-owned firms, percent, 2007	F	0.1%
Hispanic-owned firms, percent, 2007	F	1.6%
Women-owned firms, percent, 2007	S	25.9%
Manufacturers shipments, 2007 (\$1000)	D	140,447,760
Merchant wholesaler sales, 2007 (\$1000)	D	80,116,528
Retail sales, 2007 (\$1000)	404,167	77,547,291
Retail sales per capita, 2007	\$12,824	\$12,563
Accommodation and food services sales, 2007 (\$1000)	29,442	10,626,759
Building permits, 2014	13	27,632
Geography QuickFacts	Henry County	Tennessee
Land area in square miles, 2010	562.10	41,234.90

Search

**Topics**  
Population, Economy

**Geography**  
Maps, Products

**Library**  
Infographic, Publications

**Data**  
Tools, Developers

**Surveys/Programs**  
Respond, Survey Data

**Newsroom**  
News, Blogs

**About Us**  
Our Research

State &amp; County QuickFacts

Thank you for your feedback! The new delivers the following improvements: Search by zip code, improved table display, browse more data feature, download data, and more.

## Lake County, Tennessee

People QuickFacts	Lake County	Tennessee
Population, 2014 estimate	7,631	6,549,352
Population, 2010 (April 1) estimates base	7,832	6,346,275
Population, percent change - April 1, 2010 to July 1, 2014	-2.6%	3.2%
Population, 2010	7,832	6,346,105
Persons under 5 years, percent, 2014	4.5%	6.1%
Persons under 18 years, percent, 2014	15.6%	22.8%
Persons 65 years and over, percent, 2014	14.7%	15.1%
Female persons, percent, 2014	36.1%	51.3%
White alone, percent, 2014 (a)	69.4%	78.9%
Black or African American alone, percent, 2014 (a)	28.1%	17.1%
American Indian and Alaska Native alone, percent, 2014 (a)	0.5%	0.4%
Asian alone, percent, 2014 (a)	0.2%	1.7%
Native Hawaiian and Other Pacific Islander alone, percent, 2014 (a)	Z	0.1%
Two or More Races, percent, 2014	1.8%	1.7%
Hispanic or Latino, percent, 2014 (b)	2.0%	5.0%
White alone, not Hispanic or Latino, percent, 2014	67.8%	74.6%
Living in same house 1 year & over, percent, 2009-2013	78.7%	84.6%
Foreign born persons, percent, 2009-2013	2.2%	4.6%
Language other than English spoken at home, pct age 5+, 2009-2013	2.9%	6.6%
High school graduate or higher, percent of persons age 25+, 2009-2013	70.6%	84.4%
Bachelor's degree or higher, percent of persons age 25+, 2009-2013	7.0%	23.8%
Veterans, 2009-2013	563	484,901
Mean travel time to work (minutes), workers age 16+, 2009-2013	18.9	24.3
Housing units, 2014	2,607	2,869,323
Homeownership rate, 2009-2013	55.4%	67.8%
Housing units in multi-unit structures, percent, 2009-2013	24.2%	18.3%
Median value of owner-occupied housing units, 2009-2013	\$72,700	\$139,200
Households, 2009-2013	2,201	2,475,195
Persons per household, 2009-2013	2.41	2.52
Per capita money income in past 12 months (2013 dollars), 2009-2013	\$12,042	\$24,409
Median household income, 2009-2013	\$27,115	\$44,298
Persons below poverty level, percent, 2009-2013	31.7%	17.6%
<b>Business QuickFacts</b>	<b>Lake County</b>	<b>Tennessee</b>
Private nonfarm establishments, 2013	74	130,819 <sup>2</sup>
Private nonfarm employment, 2013	637	2,394,068 <sup>2</sup>
Private nonfarm employment, percent change, 2012-2013	4.8%	2.1% <sup>2</sup>
Nonemployer establishments, 2013	351	470,330
Total number of firms, 2007	189	545,348
Black-owned firms, percent, 2007	F	8.4%
American Indian- and Alaska Native-owned firms, percent, 2007	F	0.5%
Asian-owned firms, percent, 2007	F	2.0%
Native Hawaiian and Other Pacific Islander-owned firms, percent, 2007	F	0.1%
Hispanic-owned firms, percent, 2007	F	1.6%
Women-owned firms, percent, 2007	13.2%	25.9%
Manufacturers shipments, 2007 (\$1000)	0 <sup>1</sup>	140,447,760
Merchant wholesaler sales, 2007 (\$1000)	D	80,116,528
Retail sales, 2007 (\$1000)	19,529	77,547,291
Retail sales per capita, 2007	\$2,635	\$12,563
Accommodation and food services sales, 2007 (\$1000)	5,859	10,626,759
Building permits, 2014	6	27,632
<b>Geography QuickFacts</b>	<b>Lake County</b>	<b>Tennessee</b>
Land area in square miles, 2010	165.78	41,234.90

Search

## Topics

Population, Economy

## Geography

Maps, Products

## Library

Infographics, Publications

## Data

Tools, Developers

## Surveys/Programs

Respond, Survey Data

## Newsroom

News, Blogs

## About Us

Our Research

State &amp; County QuickFacts

Thank you for your feedback! The new delivers the following improvements: Search by zip code, improved table display, browse more data feature, download data, and more.

## McNairy County, Tennessee

People QuickFacts	McNairy County	Tennessee
Population, 2014 estimate	26,267	6,549,352
Population, 2010 (April 1) estimates base	26,076	6,346,275
Population, percent change - April 1, 2010 to July 1, 2014	0.7%	3.2%
Population, 2010	26,075	6,346,105
Persons under 5 years, percent, 2014	5.9%	6.1%
Persons under 18 years, percent, 2014	22.7%	22.8%
Persons 65 years and over, percent, 2014	19.4%	15.1%
Female persons, percent, 2014	50.9%	51.3%
White alone, percent, 2014 (a)	91.9%	78.9%
Black or African American alone, percent, 2014 (a)	6.0%	17.1%
American Indian and Alaska Native alone, percent, 2014 (a)	0.3%	0.4%
Asian alone, percent, 2014 (a)	0.3%	1.7%
Native Hawaiian and Other Pacific Islander alone, percent, 2014 (a)	Z	0.1%
Two or More Races, percent, 2014	1.5%	1.7%
Hispanic or Latino, percent, 2014 (b)	2.0%	5.0%
White alone, not Hispanic or Latino, percent, 2014	90.1%	74.6%
Living in same house 1 year & over, percent, 2009-2013	91.9%	84.6%
Foreign born persons, percent, 2009-2013	1.2%	4.6%
Language other than English spoken at home, pct age 5+, 2009-2013	2.7%	6.6%
High school graduate or higher, percent of persons age 25+, 2009-2013	77.9%	84.4%
Bachelor's degree or higher, percent of persons age 25+, 2009-2013	11.6%	23.8%
Veterans, 2009-2013	2,212	484,901
Mean travel time to work (minutes), workers age 16+, 2009-2013	24.8	24.3
Housing units, 2014	11,982	2,869,323
Homeownership rate, 2009-2013	73.5%	67.8%
Housing units in multi-unit structures, percent, 2009-2013	4.5%	18.3%
Median value of owner-occupied housing units, 2009-2013	\$86,100	\$139,200
Households, 2009-2013	9,736	2,475,195
Persons per household, 2009-2013	2.64	2.52
Per capita money income in past 12 months (2013 dollars), 2009-2013	\$18,428	\$24,409
Median household income, 2009-2013	\$33,452	\$44,298
Persons below poverty level, percent, 2009-2013	22.6%	17.6%
Business QuickFacts	McNairy County	Tennessee
Private nonfarm establishments, 2013	396	130,819 <sup>1</sup>
Private nonfarm employment, 2013	4,557	2,394,068 <sup>1</sup>
Private nonfarm employment, percent change, 2012-2013	3.3%	2.1% <sup>1</sup>
Nonemployer establishments, 2013	1,656	470,330
Total number of firms, 2007	1,855	545,348
Black-owned firms, percent, 2007	F	8.4%
American Indian- and Alaska Native-owned firms, percent, 2007	F	0.5%
Asian-owned firms, percent, 2007	F	2.0%
Native Hawaiian and Other Pacific Islander-owned firms, percent, 2007	F	0.1%
Hispanic-owned firms, percent, 2007	F	1.6%
Women-owned firms, percent, 2007	34.7%	25.9%
Manufacturers shipments, 2007 (\$1000)	420,885	140,447,760
Merchant wholesaler sales, 2007 (\$1000)	45,711	80,116,528
Retail sales, 2007 (\$1000)	194,653	77,547,291
Retail sales per capita, 2007	\$7,664	\$12,563
Accommodation and food services sales, 2007 (\$1000)	13,145	10,626,759
Building permits, 2014	11	27,632
Geography QuickFacts	McNairy County	Tennessee
Land area in square miles, 2010	562.86	41,234.90

Search

## Topics

Population, Economy

## Geography

Maps, Products

## Library

Infographics, Publications

## Data

Tools, Developers

## Surveys/Programs

Respond, Survey Data

## Newsroom

News, Blogs

## About Us

Our Research

## State &amp; County QuickFacts

Thank you for your feedback! The new delivers the following improvements: Search by zip code, improved table display, browse more data feature, download data, and more.

## Obion County, Tennessee

People QuickFacts	Obion County	Tennessee
Population, 2014 estimate	30,941	6,549,352
Population, 2010 (April 1) estimates base	31,807	6,346,275
Population, percent change - April 1, 2010 to July 1, 2014	-2.7%	3.2%
Population, 2010	31,807	6,346,105
Persons under 5 years, percent, 2014	5.8%	6.1%
Persons under 18 years, percent, 2014	22.2%	22.8%
Persons 65 years and over, percent, 2014	18.9%	15.1%
Female persons, percent, 2014	51.6%	51.3%
White alone, percent, 2014 (a)	87.1%	78.9%
Black or African American alone, percent, 2014 (a)	10.8%	17.1%
American Indian and Alaska Native alone, percent, 2014 (a)	0.2%	0.4%
Asian alone, percent, 2014 (a)	0.4%	1.7%
Native Hawaiian and Other Pacific Islander alone, percent, 2014 (a)	0.1%	0.1%
Two or More Races, percent, 2014	1.4%	1.7%
Hispanic or Latino, percent, 2014 (b)	3.8%	5.0%
White alone, not Hispanic or Latino, percent, 2014	83.7%	74.6%
Living in same house 1 year & over, percent, 2009-2013	85.3%	84.6%
Foreign born persons, percent, 2009-2013	2.3%	4.6%
Language other than English spoken at home, pct age 5+, 2009-2013	4.3%	6.6%
High school graduate or higher, percent of persons age 25+, 2009-2013	79.6%	84.4%
Bachelor's degree or higher, percent of persons age 25+, 2009-2013	14.2%	23.8%
Veterans, 2009-2013	2,553	484,901
Mean travel time to work (minutes), workers age 16+, 2009-2013	19.0	24.3
Housing units, 2014	14,582	2,869,323
Homeownership rate, 2009-2013	68.4%	67.8%
Housing units in multi-unit structures, percent, 2009-2013	14.3%	18.3%
Median value of owner-occupied housing units, 2009-2013	\$89,100	\$139,200
Households, 2009-2013	12,462	2,475,195
Persons per household, 2009-2013	2.49	2.52
Per capita money income in past 12 months (2013 dollars), 2009-2013	\$20,900	\$24,409
Median household income, 2009-2013	\$39,467	\$44,298
Persons below poverty level, percent, 2009-2013	17.9%	17.6%
Business QuickFacts	Obion County	Tennessee
Private nonfarm establishments, 2013	642	130,819 <sup>1</sup>
Private nonfarm employment, 2013	9,456	2,394,068 <sup>1</sup>
Private nonfarm employment, percent change, 2012-2013	-6.4%	2.1% <sup>1</sup>
Nonemployer establishments, 2013	1,879	470,330
Total number of firms, 2007	3,133	545,348
Black-owned firms, percent, 2007	S	8.4%
American Indian- and Alaska Native-owned firms, percent, 2007	F	0.5%
Asian-owned firms, percent, 2007	F	2.0%
Native Hawaiian and Other Pacific Islander-owned firms, percent, 2007	F	0.1%
Hispanic-owned firms, percent, 2007	F	1.6%
Women-owned firms, percent, 2007	20.2%	25.9%
Manufacturers shipments, 2007 (\$1000)	D	140,447,760
Merchant wholesaler sales, 2007 (\$1000)	D	80,116,528
Retail sales, 2007 (\$1000)	403,505	77,547,291
Retail sales per capita, 2007	\$12,779	\$12,563
Accommodation and food services sales, 2007 (\$1000)	D	10,626,759
Building permits, 2014	11	27,632
Geography QuickFacts	Obion County	Tennessee
Land area in square miles, 2010	544.73	41,234.90

Search

**Topics**  
 Population, Economy

**Geography**  
 Maps, Products

**Library**  
 Infographics, Publications

**Data**  
 Tools, Developers

**Surveys/Programs**  
 Respond, Survey Data

**Newsroom**  
 News, Blogs

**About Us**  
 Our Research

State &amp; County QuickFacts

Thank you for your feedback! The new delivers the following improvements: Search by zip code, improved table display, browse more data feature, download data, and more.

## Perry County, Tennessee

People QuickFacts	Perry County	Tennessee
Population, 2014 estimate	7,822	6,549,352
Population, 2010 (April 1) estimates base	7,915	6,346,275
Population, percent change - April 1, 2010 to July 1, 2014	-1.2%	3.2%
Population, 2010	7,915	6,346,105
Persons under 5 years, percent, 2014	5.5%	6.1%
Persons under 18 years, percent, 2014	21.6%	22.8%
Persons 65 years and over, percent, 2014	21.0%	15.1%
Female persons, percent, 2014	49.5%	51.3%
White alone, percent, 2014 (a)	94.6%	78.9%
Black or African American alone, percent, 2014 (a)	2.4%	17.1%
American Indian and Alaska Native alone, percent, 2014 (a)	0.8%	0.4%
Asian alone, percent, 2014 (a)	0.3%	1.7%
Native Hawaiian and Other Pacific Islander alone, percent, 2014 (a)	0.0%	0.1%
Two or More Races, percent, 2014	1.9%	1.7%
Hispanic or Latino, percent, 2014 (b)	2.2%	5.0%
White alone, not Hispanic or Latino, percent, 2014	92.8%	74.6%
Living in same house 1 year & over, percent, 2009-2013	85.8%	84.6%
Foreign born persons, percent, 2009-2013	0.4%	4.6%
Language other than English spoken at home, pct age 5+, 2009-2013	3.4%	6.6%
High school graduate or higher, percent of persons age 25+, 2009-2013	78.5%	84.4%
Bachelor's degree or higher, percent of persons age 25+, 2009-2013	13.7%	23.8%
Veterans, 2009-2013	673	484,901
Mean travel time to work (minutes), workers age 16+, 2009-2013	28.8	24.3
Housing units, 2014	4,574	2,869,323
Homeownership rate, 2009-2013	74.6%	67.8%
Housing units in multi-unit structures, percent, 2009-2013	4.0%	18.3%
Median value of owner-occupied housing units, 2009-2013	\$86,800	\$139,200
Households, 2009-2013	3,187	2,475,195
Persons per household, 2009-2013	2.42	2.52
Per capita money income in past 12 months (2013 dollars), 2009-2013	\$17,214	\$24,409
Median household income, 2009-2013	\$32,845	\$44,298
Persons below poverty level, percent, 2009-2013	21.1%	17.6%
Business QuickFacts	Perry County	Tennessee
Private nonfarm establishments, 2013	118	130,819 <sup>1</sup>
Private nonfarm employment, 2013	1,525	2,394,068 <sup>1</sup>
Private nonfarm employment, percent change, 2012-2013	7.5%	2.1% <sup>1</sup>
Nonemployer establishments, 2013	570	470,330
Total number of firms, 2007	669	545,348
Black-owned firms, percent, 2007	S	8.4%
American Indian- and Alaska Native-owned firms, percent, 2007	F	0.5%
Asian-owned firms, percent, 2007	F	2.0%
Native Hawaiian and Other Pacific Islander-owned firms, percent, 2007	F	0.1%
Hispanic-owned firms, percent, 2007	F	1.6%
Women-owned firms, percent, 2007	S	25.9%
Manufacturers shipments, 2007 (\$1000)	169,955	140,447,760
Merchant wholesaler sales, 2007 (\$1000)	D	80,116,528
Retail sales, 2007 (\$1000)	24,286	77,547,291
Retail sales per capita, 2007	\$3,163	\$12,563
Accommodation and food services sales, 2007 (\$1000)	D	10,626,759
Building permits, 2014	0	27,632
Geography QuickFacts	Perry County	Tennessee
Land area in square miles, 2010	414.73	41,234.90

Search

## Topics

Population, Economy

## Geography

Maps, Products

## Library

Infographics, Publications

## Data

Tools, Developers

## Surveys/Programs

Respond, Survey Data

## Newsroom

News, Blogs

## About Us

Our Research

## State &amp; County QuickFacts

Thank you for your feedback! The new delivers the following improvements: Search by zip code, improved table display, browse more data feature, download data, and more.

## Wayne County, Tennessee

People QuickFacts	Wayne County	Tennessee
Population, 2014 estimate	16,913	6,549,352
Population, 2010 (April 1) estimates base	17,021	6,346,275
Population, percent change - April 1, 2010 to July 1, 2014	-0.6%	3.2%
Population, 2010	17,021	6,346,105
Persons under 5 years, percent, 2014	4.4%	6.1%
Persons under 18 years, percent, 2014	18.5%	22.8%
Persons 65 years and over, percent, 2014	18.3%	15.1%
Female persons, percent, 2014	44.9%	51.3%
White alone, percent, 2014 (a)	92.1%	78.9%
Black or African American alone, percent, 2014 (a)	6.1%	17.1%
American Indian and Alaska Native alone, percent, 2014 (a)	0.4%	0.4%
Asian alone, percent, 2014 (a)	0.2%	1.7%
Native Hawaiian and Other Pacific Islander alone, percent, 2014 (a)	Z	0.1%
Two or More Races, percent, 2014	1.1%	1.7%
Hispanic or Latino, percent, 2014 (b)	1.8%	5.0%
White alone, not Hispanic or Latino, percent, 2014	90.5%	74.6%
Living in same house 1 year & over, percent, 2009-2013	88.0%	84.6%
Foreign born persons, percent, 2009-2013	1.0%	4.6%
Language other than English spoken at home, pct age 5+, 2009-2013	2.1%	6.6%
High school graduate or higher, percent of persons age 25+, 2009-2013	75.7%	84.4%
Bachelor's degree or higher, percent of persons age 25+, 2009-2013	7.9%	23.8%
Veterans, 2009-2013	1,299	484,901
Mean travel time to work (minutes), workers age 16+, 2009-2013	27.7	24.3
Housing units, 2014	7,247	2,869,323
Homeownership rate, 2009-2013	82.6%	67.8%
Housing units in multi-unit structures, percent, 2009-2013	4.7%	18.3%
Median value of owner-occupied housing units, 2009-2013	\$74,700	\$139,200
Households, 2009-2013	6,093	2,475,195
Persons per household, 2009-2013	2.43	2.52
Per capita money income in past 12 months (2013 dollars), 2009-2013	\$17,706	\$24,409
Median household income, 2009-2013	\$33,198	\$44,298
Persons below poverty level, percent, 2009-2013	20.2%	17.6%
Business QuickFacts	Wayne County	Tennessee
Private nonfarm establishments, 2013	199	130,819 <sup>1</sup>
Private nonfarm employment, 2013	2,440	2,394,068 <sup>1</sup>
Private nonfarm employment, percent change, 2012-2013	-0.1%	2.1% <sup>1</sup>
Nonemployer establishments, 2013	968	470,330
Total number of firms, 2007	1,169	545,348
Black-owned firms, percent, 2007	F	8.4%
American Indian- and Alaska Native-owned firms, percent, 2007	F	0.5%
Asian-owned firms, percent, 2007	F	2.0%
Native Hawaiian and Other Pacific Islander-owned firms, percent, 2007	F	0.1%
Hispanic-owned firms, percent, 2007	F	1.6%
Women-owned firms, percent, 2007	23.6%	25.9%
Manufacturers shipments, 2007 (\$1000)	109,872	140,447,760
Merchant wholesaler sales, 2007 (\$1000)	38,046	80,116,528
Retail sales, 2007 (\$1000)	66,626	77,547,291
Retail sales per capita, 2007	\$4,020	\$12,563
Accommodation and food services sales, 2007 (\$1000)	8,470	10,626,759
Building permits, 2014	1	27,632
Geography QuickFacts	Wayne County	Tennessee
Land area in square miles, 2010	734.10	41,234.90



[Search](#)

[Topics](#)  
 Population, Economy

[Geography](#)  
 Maps, Products

[Library](#)  
 Infographics, Publications

[Data](#)  
 Tools, Developers

[Surveys/Programs](#)  
 Respond, Survey Data

[Newsroom](#)  
 News, Blogs

[About Us](#)  
 Our Research

## State &amp; County QuickFacts

Thank you for your feedback! The new delivers the following improvements: Search by zip code, improved table display, browse more data feature, download data, and more.

## Weakley County, Tennessee

People QuickFacts	Weakley County	Tennessee
Population, 2014 estimate	34,373	6,549,352
Population, 2010 (April 1) estimates base	35,021	6,346,275
Population, percent change - April 1, 2010 to July 1, 2014	-1.9%	3.2%
Population, 2010	35,021	6,346,105
Persons under 5 years, percent, 2014	5.2%	6.1%
Persons under 18 years, percent, 2014	19.4%	22.8%
Persons 65 years and over, percent, 2014	17.0%	15.1%
Female persons, percent, 2014	51.1%	51.3%
White alone, percent, 2014 (a)	88.8%	78.9%
Black or African American alone, percent, 2014 (a)	8.2%	17.1%
American Indian and Alaska Native alone, percent, 2014 (a)	0.3%	0.4%
Asian alone, percent, 2014 (a)	1.2%	1.7%
Native Hawaiian and Other Pacific Islander alone, percent, 2014 (a)	Z	0.1%
Two or More Races, percent, 2014	1.4%	1.7%
Hispanic or Latino, percent, 2014 (b)	2.3%	5.0%
White alone, not Hispanic or Latino, percent, 2014	86.9%	74.6%
Living in same house 1 year & over, percent, 2009-2013	79.3%	84.6%
Foreign born persons, percent, 2009-2013	1.6%	4.6%
Language other than English spoken at home, pct age 5+, 2009-2013	2.9%	6.6%
High school graduate or higher, percent of persons age 25+, 2009-2013	83.8%	84.4%
Bachelor's degree or higher, percent of persons age 25+, 2009-2013	20.1%	23.8%
Veterans, 2009-2013	2,653	484,901
Mean travel time to work (minutes), workers age 16+, 2009-2013	21.5	24.3
Housing units, 2014	15,531	2,869,323
Homeownership rate, 2009-2013	65.6%	67.8%
Housing units in multi-unit structures, percent, 2009-2013	16.3%	18.3%
Median value of owner-occupied housing units, 2009-2013	\$88,400	\$139,200
Households, 2009-2013	13,797	2,475,195
Persons per household, 2009-2013	2.34	2.52
Per capita money income in past 12 months (2013 dollars), 2009-2013	\$19,547	\$24,409
Median household income, 2009-2013	\$35,273	\$44,298
Persons below poverty level, percent, 2009-2013	20.9%	17.6%
Business QuickFacts	Weakley County	Tennessee
Private nonfarm establishments, 2013	576	130,819 <sup>1</sup>
Private nonfarm employment, 2013	7,248	2,394,068 <sup>1</sup>
Private nonfarm employment, percent change, 2012-2013	5.6%	2.1% <sup>1</sup>
Nonemployer establishments, 2013	1,672	470,330
Total number of firms, 2007	2,080	545,348
Black-owned firms, percent, 2007	S	8.4%
American Indian- and Alaska Native-owned firms, percent, 2007	F	0.5%
Asian-owned firms, percent, 2007	2.0%	2.0%
Native Hawaiian and Other Pacific Islander-owned firms, percent, 2007	F	0.1%
Hispanic-owned firms, percent, 2007	F	1.6%
Women-owned firms, percent, 2007	26.5%	25.9%
Manufacturers shipments, 2007 (\$1000)	D	140,447,760
Merchant wholesaler sales, 2007 (\$1000)	D	80,116,528
Retail sales, 2007 (\$1000)	265,377	77,547,291
Retail sales per capita, 2007	\$7,986	\$12,563
Accommodation and food services sales, 2007 (\$1000)	D	10,626,759
Building permits, 2014	33	27,632
Geography QuickFacts	Weakley County	Tennessee
Land area in square miles, 2010	580.36	41,234.90

## **SUPPORT LETTERS**



November 23, 2015

Melanie M. Hill  
Health Services & Development Agency  
Andrew Jackson Bldg., 9th Floor  
502 Deaderick Street  
Nashville, Tennessee 37243

Re: Alere Women's and Children's Health, LLC  
West TN CON Expansion

Dear Ms. Hill:

On behalf of Mid-South Perinatal Associates, we would like express our strong support for the certificate of need application submitted by Alere Women's and Children's Health. We utilize Alere as needed to improve pregnancy outcomes and reduce cost of care. We have worked with Alere for many years to care for appropriate at-risk pregnant patients and feel West TN CON expansion would be beneficial to our patients and practice.

We are maternal fetal medicine specialists located within the Jackson-Madison General Hospital in Jackson TN where Dr. Wagner also serves as the Director of Perinatal Services. We specialize in caring for women with high risk pregnancies. Our outreach area includes the rural areas in West TN between Memphis and Nashville metro areas. The patients we serve are at risk of delivering prematurely or have other pregnancy-related complications. These conditions pose a serious threat to the health of the mother and baby and require close monitoring and regular care. For example, one service we have found extremely beneficial to our patients is Alere's 17P Home Administration Program. Patients with a history of preterm labor need weekly injections that are designed to reduce risk for premature delivery. Alere is able to provide these injections to our patients in Madison County where our office is located; however, they are currently unable to go into the counties beyond Madison County. Because of their lack of CON in all of West TN, we are unable to offer the same level of care to all of our patients based on where they live. Patients outside of Alere's current service area are offered the same injections but have to go into their OB office weekly to receive the injections creating a huge compliance issue. This therapy is not effective if patients do not receive their injection weekly. The patients that live in counties further from their MD offices are the ones that could benefit from Alere's services the most. Therefore, we are eager to have Alere's OB Homecare services available to all patients who may need them throughout our outreach area in West TN.

RICHARD K. WAGNER, MD, FACOG • NATHAN J. HOELDTKE, MD, FACOG  
BOARD CERTIFIED IN MATERNAL-FETAL MEDICINE

JACKSON-MADISON COUNTY GENERAL HOSPITAL • 620 SKYLINE DR., JACKSON, TN 38301-3923 • 731-541-6939 • FAX: 731-541-4570  
[www.midsouthperinatal.com](http://www.midsouthperinatal.com)



Thank you for your consideration. We hope the Agency will take favorable action and grant the requested certificate of need.

Sincerely,

A handwritten signature in cursive script, appearing to read "Richard Wagner".

Dr. Richard Wagner

A handwritten signature in cursive script, appearing to read "Nathan Hoeldtke".

Dr. Nathan Hoeldtke

Jenna Britt, Practice Manager

A handwritten signature in cursive script, appearing to read "Jenna Britt".

Sherry Binckley, LPN

A handwritten signature in cursive script, appearing to read "Sherry Binckley".

Claressa Cuyler, MA

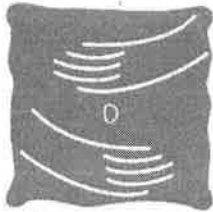
A handwritten signature in cursive script, appearing to read "Claressa Cuyler".

RICHARD K. WAGNER, MD, FACOG • NATHAN J. HOELDTKE, MD, FACOG

BOARD CERTIFIED IN MATERNAL-FETAL MEDICINE

JACKSON-MADISON COUNTY GENERAL HOSPITAL • 620 SKYLINE DR., JACKSON, TN 38301-3923 • 731-541-6939 • FAX: 731-541-4570

[www.midsouthperinatal.com](http://www.midsouthperinatal.com)



**MID-SOUTH  
MATERNAL  
FETAL  
MEDICINE, P.C.**

*Accredited by AIUM for obstetrical ultrasound*

**Roy Bors-Koefoed, M.D.  
Christy Smith, W.H.N.P., MSN  
Shelia Thomas, F.N.P.**

December 1, 2015

Melanie M. Hill  
Health Services & Development Agency  
Andrew Jackson Bldg., 9th Floor  
502 Deaderick Street  
Nashville, Tennessee 37243

Re: Alere Women's and Children's Health, LLC  
West TN CON Expansion

Dear Ms. Hill:

On behalf of Midsouth Maternal Fetal Medicine and our patients, please allow me to add our support for the CON expansion of Alere Obstetrical Homecare Services throughout West TN.

Our practice is based in Shelby County in Memphis, TN. We have outreach into multiple counties beyond Shelby and receive referrals from OB providers in many of the rural counties in West TN. We specialize in managing high risk pregnancies and are affiliated with Baptist Women's Hospital and Methodist Lebonheur Hospital. We have worked with Alere for many years and have been impressed with the care that they provide to our patients. Their 17P administration service has been of great value to our patients to provide weekly injections by an Obstetrical RN and 24/7 access to an OB nurse for these patients at risk of a preterm delivery. This level of specialized homecare has made a difference to ensure compliance of this important weekly injection which has been shown to reduce Preterm Birth rates significantly. The challenge is when a patient lives outside of Alere's CON area and we can't provide this service based on their geographic location. We have also utilized Alere for services for Recurrent Nausea and Vomiting in Pregnancy, Hypertension Management in Pregnancy and Diabetes in Pregnancy to improve pregnancy outcomes and provide options for getting patients out of the hospital and reduce ER and ante partum admissions. These are all specialty services that no other homecare company in West TN can provide.

Please approve Alere's request for CON Expansion in West TN so our practice as well as other physicians may have access to these specialty services for appropriate patients in all of the counties we service. Thanks for your consideration.

Sincerely,



Dr. Roy Bors-Koefoed

*Surgical Associates of Martin*  
*Women's Health*

300 West Peach Street  
Martin, TN 38237  
731-587-2525

Elizabeth D. Lund, MD-FACOG  
Jami L. Maddox, CNM  
Rebecca N. Johnson, CNM

Jennifer E. Burgart, MD  
Melissa Reeves, FNP  
Elizabeth W. Roberts, FNP

November 23, 2015

Melanie M. Hill  
Health Services & Development Agency  
Andrew Jackson Bldg., 9th Floor  
502 Deaderick Street  
Nashville, Tennessee 37243

Re: Alere Women's and Children's Health, LLC  
West TN CON Expansion

Dear Ms. Hill:

The physicians and staff of Surgical Associates of Martin would like to express our support for the certificate of need application for Alere Women's and Children's Health expansion throughout West TN.

We are located in Martin, TN which is located in Weakly County and currently outside of Alere's CON area. We provide care to many pregnant patients in all the surrounding counties in West TN north of Jackson TN. We desire to have access to Alere's Obstetrical Homecare services to assist us in improving pregnancy outcomes and to provide alternatives to repeat or prolonged hospitalization. I am familiar with Alere from when they were Matria Healthcare from utilizing their services in my own pregnancy. Their system of care including highly trained team of OB RNs, ongoing education, and daily support for our high risk patients would be a great resource for our practice and high risk pregnant patients. Patients with a history of preterm delivery who we prescribe weekly 17P progesterone injections would greatly benefit by having an OB nurse available to go into their homes to give their injections rather than traveling to their OB office weekly starting at 16 weeks until 36 weeks. This would greatly impact compliance and the effectiveness of this proven therapy. There are no other homecare companies in our area who can provide these services for our patients. Now that ALL the TennCare plans cover Alere's 17P home administration program as well as many of Alere's other services, we do feel it is important to have access to their services. This would be possible if you allow Alere the requested expansion of CON in West TN.

Thank you in advance for your consideration of this request.

Sincerely,



Dr. Elizabeth Lund

# Jackson Regional Women's Center

Keith A. Micetich, M.D., F.A.C.O.G., F.R.C.S.(S)  
Sandra J. Boxell, M.D., F.A.C.O.G.  
Lane E. Williams, M.D., F.A.C.O.G.  
Pamela M. Evans, M.D., F.A.C.O.G.  
Cassandra L. Fronabarger, N.P.  
Rachel M. Holmes, N.P.-C

72 Physicians Drive  
Jackson, TN 38305  
Telephone: (731)668-4455  
Front Desk Fax: (731)668-9007

November 23, 2015

Melanie M. Hill  
Health Services & Development Agency  
Andrew Jackson Bldg., 9th Floor  
502 Deaderick Street  
Nashville, Tennessee 37243

Re: Alere Women's and Children's Health, LLC  
West TN CON Expansion

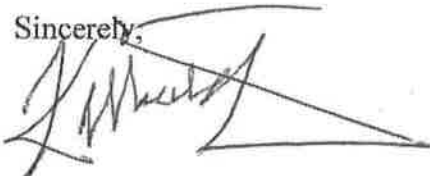
Dear Ms. Hill:

On behalf of all the physicians and staff of Jackson Regional Women's Center, we would like to offer our support of the much needed CON expansion in West TN for Alere's OB Homecare Services.

At Jackson Regional Women's Center, we specialize in OBGYN to provide quality health care for all aspects of a women's life including complicated pregnancies. We have been in practice in this area for 20 years. Our office is located in Madison County but our outreach extends to many of the rural counties in West TN. I am also the Chief of OBGYN at Regional Hospital of Jackson. We have utilized Alere's services for many years through referrals from our practice or the hospital and have experienced improved outcomes with their specialized obstetrical homecare. The difficulty we experience is when patients who need Alere's services are outside the county CON boundaries which limit the resources we can provide to patients in need of these services. We have no other resources in this area able to provide all the specialty services available through Alere. If you approve the requested CON expansion, it would obviously eliminate those boundaries, and allow us to offer consistent care to all of our appropriate patients.

Thank you for your consideration, and please let me know if there is anything more we can do to support this request for Alere's CON expansion in West TN.

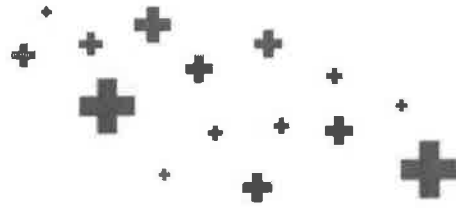
Sincerely,



Dr. Keith Micetich



1 Cameron Hill Circle  
Chattanooga, TN 37402-0001  
bluecare.bcbst.com



December 3, 2015

Melanie M. Hill  
Executive Director  
Tennessee Health Services & Development Agency  
Andrew Jackson Bldg., 9th Floor  
502 Deaderick Street  
Nashville, Tennessee 37243

Re: Alere Women's and Children's Health, LLC  
CON Application No. 1506-025

Dear Ms. Hill:

I want to express BlueCare Tennessee's strong support for the certificate of need application filed by Alere Women's and Children's Health, LLC.

Since 1994, BlueCare Tennessee has been providing health care coverage to persons who qualify for TennCare in the state of Tennessee. Our organization currently serves more than 500,000 members across the state. And, in addition to TennCare, Cover Kids and Medicare Advantage programs. We work with Alere on a regular basis to care for our TennCare members, and we rely on Alere's specialized expertise to assist us in providing high-quality, personalized care at an affordable cost.

BlueCare Tennessee is very focused on preventing preterm births. Babies who are born too soon can have serious medical issues. For example, children who are born before 37 weeks often develop breathing or developmental problems that can lead to a lifetime of doctor or hospital visits. To minimize this risk, BlueCare of Tennessee proactively works to identify members who have a history of preterm delivery, and, where appropriate, we use weekly injections of "17P" – a progesterone formulation – to quiet the uterus and allow those mothers to carry to full term. Our goal is to do what is best for the mother and child, and if we can extend a pregnancy for even a few weeks longer it can have hugely beneficial implications for the health of the baby.

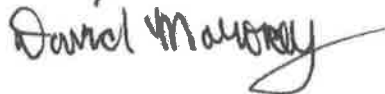
With its single focus on caring for high-risk pregnancy women and their children, Alere is an ideal partner to assist us in this important work. Alere's staff of obstetrical nurses are uniquely qualified to treat patients who need 17P, and to provide the regular and careful monitoring that those patients require. Alere's nurses are on call and available 24 hours a day. This high level of supervision and monitoring of high-risk patients significantly reduces the cost of care and improves maternal and fetal health. No other home health agency provides the specialized services offered by Alere.



BlueCare Tennessee is, therefore, very eager to see that Alere's services are available throughout all Tennessee counties. Approval of Alere's certificate of need application will improve access to this important, very specialized kind of care and result in important cost savings for the State of Tennessee, and we encourage your Agency to approve the application at the earliest opportunity.

Thank you for your attention in this matter. Please do not hesitate to contact me with any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "David Moroney", with a stylized flourish at the end.

David M. Moroney, MD  
VP & Chief Medical Officer

July 30, 2015

Melanie M. Hill  
Executive Director  
Tennessee Health Services & Development Agency  
Andrew Jackson Bldg., 9th Floor  
502 Deaderick Street  
Nashville, Tennessee 37243

Re: Alere Women's and Children's Health, LLC  
CON Application No. 1506-025

Dear Ms. Hill:

I want to express Amerigroup Tennessee, Inc.'s strong support for the certificate of need application filed by Alere Women's and Children's Health, LLC.

Since 2007, Amerigroup has been one of two health plans that provide health care coverage to persons who qualify for TennCare in the Middle Tennessee region. We work with Alere on a regular basis to care for our TennCare members, and we rely on Alere's specialized expertise to assist us in providing high-quality, personalized care at an affordable cost.

With its single focus on caring for high-risk pregnancy women and their children, Alere is an ideal partner to assist us in this important work. Alere's obstetrical nurses are uniquely qualified to treat patients who need 17P and to do the regular and careful monitoring that those patients need. Alere's nurses are on call and available 24 hours a day. This high level of supervision and monitoring of high-risk patients significantly reduces the cost of care and improves maternal and fetal health. No other home health agency can provide the specialized services to the high-risk pregnancy population offered by Alere.

Amerigroup is, therefore, very eager to see that Alere's services are available throughout all Middle Tennessee counties. Approval of Alere's certificate of need application will improve access to this important, very specialized kind of care and result in important cost savings for the State of Tennessee, and we encourage your Agency to approve the application at the earliest opportunity.

Thank you for your attention in this matter. Please do not hesitate to contact me with any questions.

Sincerely,



JoAnne Hunnicutt, LPN

Amerigroup  
Maternal/Child Program Manager  
615-232-2129

DEC 7 13 4:25 PM

**AFFIDAVIT**

STATE OF TENNESSEE

COUNTY OF DAVIDSON

JOHN WELLBORN, being first duly sworn, says that he is the lawful agent of the applicant named in this application, that this project will be completed in accordance with the application to the best of the agent's knowledge, that the agent has read the directions to this application, the Rules of the Health Services and Development Agency, and T.C.A. § 68-11-1601, *et seq.*, and that the responses to this application or any other questions deemed appropriate by the Health Services and Development Agency are true and complete to the best of the agent's knowledge.

  
SIGNATURE/TITLE  
CONSULTANT

Sworn to and subscribed before me this 7<sup>th</sup> day of December, 2015 a Notary  
(Month) (Year)

Public in and for the County/State of DAVIDSON



  
NOTARY PUBLIC

My commission expires June 21, 2016  
(Month/Day) (Year)



## State of Tennessee

### Health Services and Development Agency

Andrew Jackson, 9<sup>th</sup> Floor, 502 Deaderick Street, Nashville, TN 37243

[www.tn.gov/hsda](http://www.tn.gov/hsda)

Phone: 615-741-2364

Fax: 615-741-9884

---

January 1, 2016

John Wellborn  
Development Support Group  
4219 Hillsboro Road, Suite 210  
Nashville, TN 37215

RE: Certificate of Need Application -- Alere Women's and Children's Health - CN1512-056

For the addition of 16 counties to its existing 7-county licensed service area. The proposed additional counties include the following: Benton, Carroll, Chester, Crockett, Decatur, Dyer, Gibson, Hardin, Henderson, Henry, Lake, McNairy, Obion, Perry, Wayne, and Weakley Counties. The project will not change the parent office of the applicant located at 3175 Lenox Park Blvd, Suite 400, Memphis (Shelby County), TN, 38115, nor will it change the provision of services exclusively limited to the care of high-risk obstetrical patients with antepartum and postpartum needs. The service area of the project consists of the additional 16 counties noted above. The total project cost is \$79,000.

Dear Mr. Wellborn:

This is to acknowledge the receipt of supplemental information to your application for a Certificate of Need. Please be advised that your application is now considered to be complete by this office.

Your application is being forwarded to Trent Sansing at the Tennessee Department of Health for Certificate of Need review by the Division of Policy, Planning and Assessment. You may be contacted by Mr. Sansing or someone from his office for additional clarification while the application is under review by the Department. Mr. Sansing's contact information is [Trent.Sansing@tn.gov](mailto:Trent.Sansing@tn.gov) or 615-253-4702.

In accordance with Tennessee Code Annotated, §68-11-1601, et seq., as amended by Public Chapter 780, the 60-day review cycle for this project will begin on January 1, 2016.. The first sixty (60) days of the cycle are assigned to the Department of Health, during which time a public hearing may be held on your application. You will be contacted by a representative from this Agency to establish the date, time and place of the hearing should one be requested. At the end of the sixty (60) day period, a written report from the Department of Health or its representative will be forwarded to this office for Agency review within the thirty (30)-day period immediately following. You will receive a copy of their findings. The Health Services and Development Agency will review your application on March 23, 2016.

Any communication regarding projects under consideration by the Health Services and Development Agency shall be in accordance with T.C.A. § 68-11-1607(d):

- (1) No communications are permitted with the members of the agency once the Letter of Intent initiating the application process is filed with the agency. Communications between agency members and agency staff shall not be prohibited. Any communication received by an agency member from a person unrelated to the applicant or party opposing the application shall be reported to the Executive Director and a written summary of such communication shall be made part of the certificate of need file.
- (2) All communications between the contact person or legal counsel for the applicant and the Executive Director or agency staff after an application is deemed complete and placed in the review cycle are prohibited unless submitted in writing or confirmed in writing and made part of the certificate of need application file. Communications for the purposes of clarification of facts and issues that may arise after an application has been deemed complete and initiated by the Executive Director or agency staff are not prohibited.

Should you have questions or require additional information, please contact me.

Sincerely,



Melanie M. Hill  
Executive Director

cc: Trent Sansing, TDH/Health Statistics, PPA



## State of Tennessee

### Health Services and Development Agency

Andrew Jackson, 9<sup>th</sup> Floor, 502 Deaderick Street, Nashville, TN 37243

[www.tn.gov/hsda](http://www.tn.gov/hsda)


Phone: 615-741-2364

Fax: 615-741-9884

---

#### MEMORANDUM

TO: Trent Sansing, CON Director  
Office of Policy, Planning and Assessment  
Division of Health Statistics  
Andrew Johnson Tower, 2nd Floor  
710 James Robertson Parkway  
Nashville, Tennessee 37243

FROM:   
Melanie M. Hill  
Executive Director

DATE: January 1, 2016

RE: Certificate of Need Application  
Alere Women's and Children's Health - CN1512-056

Please find enclosed an application for a Certificate of Need for the above-referenced project.

This application has undergone initial review by this office and has been deemed complete. It is being forwarded to your agency for a sixty (60) day review period to begin on January 1, 2016 and end on March 1, 2016.

Should there be any questions regarding this application or the review cycle, please contact this office.

Enclosure

cc: John Wellborn

## LETTER OF INTENT -- HEALTH SERVICES & DEVELOPMENT AGENCY

The Publication of Intent is to be published on or before December 10, 2015, for one day, in the following newspapers:

(a) The *Camden Chronicle*, which is a newspaper of general circulation in *Benton* County;

(b) The *News Leader*, which is a newspaper of general circulation in *Decatur* County;

(c) The *Paris Post-Intelligencer*, which is a newspaper of general circulation in *Henry* County;

(d) The *Buffalo River Review*, which is a newspaper of general circulation in *Perry* County;

(e) The *Wayne County News*, which is a newspaper of general circulation in *Wayne* County;

(f) The *Jackson Sun*, which is a newspaper of general circulation in *Carroll*, *Chester*, *Gibson*, *Henderson* Counties; and

(g) The *Commercial Appeal*, which is a newspaper of general circulation in *Crockett*, *Dyer*, *Hardin*, *Lake*, *McNairy*, *Obion*, and *Weakley* Counties.

-----

This is to provide official notice to the Health Services and Development Agency and all interested parties, in accordance with T.C.A. §§ 68-11-1601 *et seq.*, and the Rules of the Health Services and Development Agency, that Alere Women's and Children's Health LLC (a home health agency with its principal office in Shelby County), owned and managed by Alere Women's and Children's Health, LLC (a limited liability company), intends to file an application for a Certificate of Need to provide home health agency services exclusively limited to the care of high-risk obstetrical patients with antepartum and postpartum needs, in the following 16 counties, to be added to its current service area, at a cost estimated at \$79,000: Benton, Carroll, Chester, Crockett, Decatur, Dyer, Gibson, Hardin, Henderson, Henry, Lake, McNairy, Obion, Perry, Wayne, and Weakley.

The applicant is licensed as a Home Health Agency by the Board for Licensing Health Care facilities. The applicant's principal office as of January 1, 2016 will be located at 3175 Lenox Park Boulevard, Suite 400, Memphis, TN 38115. The project does not contain major medical equipment or initiate or discontinue any other health service; and it will not affect any facility's licensed bed complements.

The anticipated date of filing the application is on or before December 15, 2015. The contact person for the project is John Wellborn, who may be reached at Development Support Group, 4219 Hillsboro Road, Suite 210, Nashville, TN 37215; (615) 665-2022.



(Signature)

1 DECEMBER 2015

(Date)

bphillips@bassberry.com

(E-mail Address)



# Supplemental #1 -Original-

Alere Woman's and  
Children's Health, LLC  
(Shelby Co)

CN1512-056

**December 16, 2015****4:08 pm**

W. Brantley Phillips, Jr.  
bphillips@bassberry.com  
(615) 742-7723

December 16, 2015

**VIA HAND DELIVERY**

Jeff Grimm, HSD Examiner  
Tennessee Health Services & Development Agency  
Andrew Jackson Bldg., 9th Floor  
502 Deaderick Street  
Nashville TN 37243

**Re: CON Application CN1512-056  
Alere Women's & Children's Health (Shelby Co.)**

Dear Mr. Grimm:

Along with John Wellborn, our firm represents Alere Women's & Children's Health ("Alere") in connection with the above-reference Certificate of Need application. We are writing in response to your request dated December 9th for additional information. Our responses are numbered to correspond to the delineation of your questions. Per the applicable HSDA rule, we are providing this response in triplicate (with affidavit).

**1. Section A, Applicant Profile, Item 3**

**As was the case with Alere's Davidson County application approved in CN1506-025A at the October 28, 2015 Agency meeting, the address for Alere Women's and Children's Health LLC continues to be noted as 3200 Windy Hill Rd in Atlanta, Georgia in the Licensed Facilities Report on the Department of Health website in lieu of the Memphis address shown in the application. Based on the supplemental response in CN1506-025A, the renewal submitted by Alere in January 2015 with accurate local office addresses for its agencies appears to remain as pending. Please provide an update on developments in this regard.**

Alere is unable to provide the requested update and refers the Agency to TDH-Licensure. As previously noted, however, Alere has submitted its annual renewal information with accurate local office addresses for its agencies. Copies of the Alere TDH filing showing the correct local address is attached to this response letter.

**2. Section A, Applicant Profile, Item 12**

**HSDA staff is aware that Alere's home health agencies in Tennessee independently contract with TennCare MCOs in the absence of Medicare provider certification for**

Jeff Grimm  
December 16, 2015  
Page 2

**reasons explained during review and hearing of Alere's recent application, CN1506-025A. It appears that the explanation provided in the 7/29/15 supplemental response for CN1506-025A would also apply to this application. If so, please confirm by providing a more detailed summary for this item.**

The same explanation does apply with respect to this application.

Unlike all (or virtually all) other home health providers in Tennessee, Alere is not paid using either the TennCare or Medicare fee schedules. Indeed, most of the highly specialized services provided by Alere are not covered by either the TennCare or Medicare fee schedules. Nonetheless, the TennCare MCOs want to make these services available to their members due to the demonstrated health benefits and the significant cost savings that Alere's services make possible through sharply reduced maternal and NICU hospitalizations. To accomplish this, the TennCare MCOs independently contract with Alere on a fee-for-service basis using a negotiated fee schedule that is separate and distinct from either the TennCare or Medicare fee schedules. Under this arrangement, the MCOs pay Alere out of their own pockets and do not seek reimbursement for Alere's services from TennCare. Simply stated, Alere is not paid with TennCare dollars. Nor do the MCOs submit encounter data regarding Alere's services to TennCare.

Should the Agency have any further questions on this topic, Alere can arrange for HSDA staff to speak with Mr. Kit Dockery, Principal, Ancillary Networks, at BlueCare in Chattanooga. Mr. Dockery is very familiar with this topic, and we are happy to facilitate a discussion as needed.

### **3. Section B, Project Description, Item II**

**Discussion of the development of the proposal is noted. Please provide the following additional information for the highlights noted in this section of the application:**

- Have there been any changes in the applicant's scope of services from original CON approved in 1998 leading to licensure by TDH? Please also confirm that the agency's scope of services do not include in-home skilled nursing services for newborns by an obstetrical Registered Nurse staff member.**

No. As new home care technologies and services are developed to deliver home healthcare, they may be utilized by Alere. But, such clinical decisions remain under the scope of home health care as approved by HSDA originally, and as defined by statute and State rules and regulations.

- In terms of the comparison of the applicant's TennCare volumes to other existing providers based on gross revenues, it appears that the applicant's 35% payor mix referenced in the summary on page 6, and other parts of the application, including pages 29, 47 and 51 (Table 11B), differs from the 67% gross revenue or 54.8% net**

Jeff Grimm  
December 16, 2015  
Page 3

**revenue mix noted in Table 19 on page 62 of the application. Please clarify. If in error, please revise and submit a replacement page(s), as necessary.**

Please see the attached revised Table 16, page 63R, which corrects the inconsistencies identified in your letter

Revised Table 16's Years One and Two Gross Revenues match the Projected Data Chart for the proposed expanded agency. The CY2014 TennCare patient mix is 41.0%. The CY2014 TennCare payor mix (on gross revenue) is 38.9%.

The 35% payor mix you reference throughout the application was the JAR payor mix for FYE ending 6-30-14. The revised Table 16 data reflects calendar year data.

- **From the applicant's experience, please discuss how the proposed service will safeguard against potential medication errors that might possibly result in serious harm (note: this question relates to skilled nursing service involving "medication infusion" and is based on comments found on page 11).**

Alere follows policies relative to safely managing infusion pumps. The policies include the requirement to validate all pump programming/dosing with two Registered Nurses ("RN") prior to patient placement. This is done to ensure the dosage is programmed per the plan of treatment. The pumps are programmed with maximum and minimum dosages as well as lock-out settings that prevent the patient from making changes to the pump that could result in the delivery of the wrong dosage of medication.

#### **4. Section B, Project Description, Item II**

**It is understood the project involves no construction or renovation costs subject to CON approval. However, the applicant's remarks on page 7 reference managing the proposed services from its existing office in Germantown. What is the relationship of this office to the parent office on Lenox Park Boulevard in Memphis? Please clarify.**

That location name was an error. The existing office is in Germantown. But the agency is in the process of moving and anticipates occupying the Lenox Park Boulevard address by the time this project is implemented. A revised page 7R changing the reference to Memphis consistent with the legal notice and the site control documentation is attached.

#### **5. Section B, Project Description, Item III**

**Madison County appears to be centrally located to the proposed combined 23 county service area. However, Table 2 appears to reflect that the applicant has no existing RN staff that reside in Madison County nor any mention of plans to recruit same. With 2**

Jeff Grimm  
December 16, 2015  
Page 4

**hospitals and other types of providers, it seems Madison County would be an important source of qualified RNs. Please clarify.**

Alere currently employs an RN living on the border of Gibson County and Madison County. This RN is responsible for covering Madison County and obviates any initial hiring needs for that county. Alere has the ability to hire additional RNs for Madison County should the need to do so arise.

**6. Section C, Need, Item (Project Specific Criteria - Home Health Services)**

**Item1 – the need assessment prepared by the Department of Health using information from the 2014 JAR is noted. It appears that Bedford in lieu of Benton County was mistakenly included in the table on page 37. Please revise and submit a replacement page labeled 37-R.**

A revised page 37R substituting the Benton County data for the Bedford data is attached. The revision reduces the service area total surplus for 2019 to 11,047. The revision has no impact on the reasoning in the narrative that references this table.

**Item 6 – Table 5-A indicates the applicant's charges based on gross revenues are higher than the selected agencies by a difference ranging from approximately \$2,500 to \$4,500 higher per unduplicated patient. What factors account for the significant difference in this regard? Please clarify.**

Alere provides patients and providers with a unique category of services for high-risk cases that are not available from other home health agencies. Although the cost of Alere's services can vary widely depending on the clinical situation, all of the services that Alere provides are designed to reduce the overall cost of care by mitigating and/or eliminating the need for more costly hospital stays and treatments. In addition to the high quality of care, these overall savings are what encourage payors to partner with Alere.

**7. Section C, Need Item 3 and 4.A (Service Area Demographics)**

**Item 3 - The additional 16 counties plus the applicant's existing 7 counties amounts to a total service area of 23 counties. In addition to the need referenced in the attached support letters, what part, if any, did geography play in the applicant's decision to add the 16 counties to its licensed service area? How will the applicant maintain an active marketing presence in the additional counties given its parent office location in Memphis? Please clarify.**

Geography played an important role. TennCare recipients account for a sizeable number of Alere's patients. TennCare MCO's are Statewide. It is efficient for Alere's Shelby County agency to seek regionwide licensure in one Certificate of Need in order to be available to MCOs and physician practices, wherever their patients reside. Piecemeal

Jeff Grimm  
December 16, 2015  
Page 5

application based on county-by-county service requests would be an inefficient and very costly exercise.

**Item 4.A – Table 6 is noted. HSDA received an updated version of the total population by county, including the population of the age 15-44 age cohort, from the Department of Health in September 2015. Please check with a representative of Health Statistics to obtain a copy for review & comparison to the data provided in the table.**

Pursuant to your request and clarification by telephone on December 14th, Alere has obtained the September 2015 projections for service area counties. The only new data on female population of childbearing age available currently is for 2016 (which is not relevant) and for 2018, which is this project's Year Two.

To test the impact of new 2018 childbearing female population data, we prepared new supplemental Table 12-C, which is attached and expands on the submitted Table 12-B. The new Table 12-C demonstrates that the impact of the new data on the demand projection in Alere Shelby's Year Two is slightly negative but insignificant – less than a 4.5% variance from the original Table 12-B and the projections currently in the application. Based on this, we understand that further amendments of the projected cases and of the Projected Data Charts and related narrative would not be meaningful or necessary. These new data do not significantly impact project demand, need or financial feasibility as already presented in the original filing.

**8. Section C, Need Item 6 (Applicant's Projected Utilization)**

**Applicant's Historical and Projected Utilization-** Please address the following items:

- **Table 11B – For 2014, TennCare gross revenue amounts to 35.1% of total gross revenue. Wouldn't the amount be closer to the 54.8% of net revenue shown in Table 16 despite the differences in reporting periods between the tables? Please clarify.**

The original Table 16 was in error and has been replaced by the revised Table 16 (p. 63R) pursuant to your question #3 above. The actual, corrected CY2014 TennCare payor mix now shows as 38.9% of gross revenues.

- **Table 12A – It appears the first row below the column headers is labeled as Hamilton Co. Agency in lieu of Shelby County. Please revise.**

A revised Page 51c R correcting for that typographical error is attached.



Jeff Grimm  
December 16, 2015  
Page 6

**9. Section C, Economic Feasibility Item 2 and Item 4**

**Review of the Consolidated Balance Sheets for the parent company revealed an excess of current liabilities over current assets for the 2014 and 2013 fiscal year periods such that the company's current ratio may be below industry norm. Although it is understood that the capital costs of the proposal are primarily consulting fees and are minimal, is sufficient cash from cash reserves available to support the project in light of United Health Group's current obligations (such as accounts payable) as identified in current liabilities?**

Yes, as a *Fortune 15* company with annual revenues in excess of \$130 billion, United Health Group has sufficient cash to cover all implementation costs associated with this application.

**10. Section C. Economic Feasibility Item 6.B**

**Please clarify the column header of Table 15A that is labeled as "Cost Per Visit SNF Only".**

Because Alere provides only skilled-care nursing visits, and agencies other than Alere report that statistic in their JAR, it was considered helpful to provide it. The other data in Table 15-A and 15-B are intended to meet or exceed what was required in the Agency review of the prior application Alere Davidson County.

**11. Section C, Economic Feasibility, Item 7**

**The projected payor mix information in Table 16 following page 62 of the application is noted.**

**Please identify the commercial payor plans that reimburse for the applicant's high risk obstetrical patient and newborn home health services with specific note as to the applicant's contracted commercial plans that would apply to potential patients in the proposed 16 county expansion of the applicant's service area. In your response, please briefly describe the reimbursement methodology used by same, noting any key differences between the commercial and TennCare MCO plans.**

Commercial Payor Plans include Aetna, Cigna, Humana, and United Health Care. The reimbursement from these agencies utilizes the same bundled methodology as in Alere's TennCare MCO plans. Each insurance plan is contracted with as a single entity, and the rates are set forth in individualized contracts with each plan. Those are proprietary methodologies, negotiations, and rates, just as they are for hospitals that negotiate with payers for managed care pricing.

Jeff Grimm  
 December 16, 2015  
 Page 7

## 12. Section C, Orderly Development, Item 3 (Staffing)

The response is noted. The applicant will find information for the requested overview of wage patterns on the Labor and Workforce Development website with several data resources provided by the Department's Employment Security Division. You can access by navigating to the "Employers" tab on the site. Scroll down to "Resources" then follow the links leading to Labor Market Information. (Note: you might also try [www.tn.gov/workforce/section/employers](http://www.tn.gov/workforce/section/employers)).

Alere has reviewed the referenced website, which provides 2015 annual salary surveys for hundreds of defined occupations, including two types of healthcare employees. That website, however, only lists salary data for "licensed practical and vocational nurses", which are not RNs. Because Alere employs RNs only, it is not possible to compare Alere's projected salaries with information made available by the state Department of Labor & Workforce Development.

## 13. Proof of Publication

Although referenced in the application, publisher's affidavits or copies of the LOI with date and mast intact was omitted from the application. Please provide this information to confirm publication of the LOI in all 7 of the newspapers identified in the copy of the LOI that HSDA received on December 1, 2015.

In your response, please verify publication of the LOI in a newspaper of general circulation whose coverage area includes any or all of the proposed 16 counties. Please also complete the table below to help illustrate publication of the LOI for the project.

Name of Newspaper of General Circulation	Address	How often is this Newspaper Distributed?	Applicant's Proposed Service Area County (total of 16)	Date LOI Published
Camden Chronicle	144 W. Main St. Camden, TN 38320	Thursday	Benton	December 3, 2015
News Leader	24 W. Main St. Parsons, TN 38363	Wednesday	Decatur	December 2, 2015
Paris Post-Intelligencer	208 E. Wood St. Paris, TN 38242	Monday-Friday	Henry	December 2, 2015
Buffalo River Review	115 S. Mill St. Linden, TN 37096	Wednesday	Perry	December 2, 2015
Wayne County News	117 Hollis St. Waynesboro, TN 38485	Wednesday	Wayne	December 2, 2015



**December 16, 2015****4:08 pm**

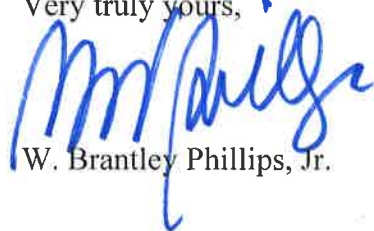
Jeff Grimm  
December 16, 2015  
Page 8

Jackson Sun	245 W. Lafayette St. Jackson, TN 38301	Daily	Carroll, Chester, Gibson, Henderson	December 2, 2015
Commercial Appeal	495 Union Ave. Memphis, TN 38103	Daily	Crockett, Dyer, Hardin, Lake, McNairy, Obion, Weakley	December 2, 2015

Thank you for your assistance in this matter. We hope that the foregoing provides the additional information that HSDA requires in order to accept the pending application into the next review cycle. Please do not hesitate to contact us further as needed.

With kind regards, I remain,

Very truly yours,



W. Brantley Phillips, Jr.

WBP:  
Attachments

cc: John Wellborn

**December 16, 2015**

**4:08 pm**

**AFFIDAVIT**

**STATE OF TENNESSEE**

**COUNTY OF DAVIDSON**

NAME OF FACILITY: **Alere Women's & Children's Health**

I, **W. Brantley Phillips, Jr.**, after first being duly sworn, state under oath that I am the applicant named in this Certificate of Need application or the lawful agent thereof, that I have reviewed all of the supplemental information submitted herewith, and that it is true, accurate, and complete.

  
\_\_\_\_\_  
Signature/Title

Sworn to and subscribed before me, a Notary Public, this the 16<sup>th</sup> day of December, 2015,  
witness my hand at office in the County of Davidson, State of Tennessee.

  
\_\_\_\_\_  
NOTARY PUBLIC

My commission expires May 3, 2016.

HF-0043

Revised 7/02



**December 16, 2015****4:08 pm**

**B.II. PROVIDE A DETAILED NARRATIVE OF THE PROJECT BY ADDRESSING THE FOLLOWING ITEMS AS THEY RELATE TO THE PROPOSAL.**

**B.II.A. DESCRIBE THE CONSTRUCTION, MODIFICATION AND/OR RENOVATION OF THE FACILITY (EXCLUSIVE OF MAJOR MEDICAL EQUIPMENT COVERED BY T.C.A. 68-11-1601 *et seq.*) INCLUDING SQUARE FOOTAGE, MAJOR OPERATIONAL AREAS, ROOM CONFIGURATION, ETC.**

Not applicable. There is no physical facility modification, renovation, or construction involved in this project.

**APPLICANTS WITH HOSPITAL PROJECTS (CONSTRUCTION COST IN EXCESS OF \$5 MILLION) AND OTHER FACILITY PROJECTS (CONSTRUCTION COST IN EXCESS OF \$2 MILLION) SHOULD COMPLETE THE SQUARE FOOTAGE AND COSTS PER SQUARE FOOTAGE CHART.**

**UTILIZING THE ATTACHED CHART, APPLICANTS WITH HOSPITAL PROJECTS SHOULD COMPLETE PARTS A-E BY IDENTIFYING, AS APPLICABLE, NURSING UNITS, ANCILLARY AREAS, AND SUPPORT AREAS AFFECTED BY THIS PROJECT. PROVIDE THE LOCATION OF THE UNIT/SERVICE WITHIN THE EXISTING FACILITY ALONG WITH CURRENT SQUARE FOOTAGE, WHERE, IF ANY, THE UNIT/SERVICE WILL RELOCATE TEMPORARILY DURING CONSTRUCTION AND RENOVATION, AND THEN THE LOCATION OF THE UNIT/SERVICE WITH PROPOSED SQUARE FOOTAGE. THE TOTAL COST PER SQUARE FOOT SHOULD PROVIDE A BREAKOUT BETWEEN NEW CONSTRUCTION AND RENOVATION COST PER SQUARE FOOT. OTHER FACILITY PROJECTS NEED ONLY COMPLETE PARTS B-E.**

Not applicable. There is no construction involved in this project. The proposed services will be managed by personnel in the existing Alere office in Memphis, which will require no physical expansion. Field staff (OB RN's who deliver the home care) will operate from their homes in counties within, or adjoining, the service area.

**PLEASE ALSO DISCUSS AND JUSTIFY THE COST PER SQUARE FOOT FOR THIS PROJECT.**

Not applicable. There is no construction involved in this project.

**December 16, 2015****4:08 pm**Applicant's Clinical Leadership

Elizabeth Summers, RN, is Alere/Shelby County's Home Care Director. She has 17 years of nursing experience in the field of Obstetrics. She has been an Alere Home Care Director for 6 years and has successfully passed all State Surveys and Joint Commission surveys. This position is equivalent to the Director of Nursing position in other types of agencies.

Elizabeth Summers reports to Laura Milner, RN, who is the Statewide Senior Home Care Director for all three of Alere's Tennessee offices (Nashville, Chattanooga, Memphis), in addition to serving as the Home Care Director for Alere/Davidson County.

Alere home health agencies do not require a local Medical Director because they work under the direction of the patients' physicians, with whom they are in continuous contact. Nationally, the Alere Medical Director is Norman Ryan, MD. His extensive CV is attached at the end of this letter.

How Alere Contracts

As explained in the application, Alere does not meet the requirements for a Medicare provider number. This is because Alere treats young, pregnant women exclusively--and does not consistently maintain the minimum average patient census needed to participate in Medicare. The lack of a Medicare provider number, however, does not limit Alere's ability to work with the TennCare MCOs. No exemption or waiver from TennCare is necessary for Alere because the TennCare regulations requiring participation in Medicare in order to obtain reimbursement from TennCare do not apply to Alere.

Unlike all (or virtually all) other home health providers in Tennessee, Alere is not paid using either the TennCare or Medicare fee schedules. Indeed, most of the highly specialized services provided by Alere are not covered by either the TennCare or Medicare fee schedules. Nonetheless, the TennCare MCOs want to make these services available to their members due to the demonstrated health benefits and the significant

cost savings that Alere's services make possible through sharply reduced maternal and NICU hospitalizations. To accomplish this, the TennCare MCOs independently contract with Alere on a fee-for-service basis using a negotiated fee schedule that is separate and distinct from either the TennCare or Medicare fee schedules. Under this arrangement, the MCOs pay Alere out of their own pockets and do not seek reimbursement for Alere's services from TennCare. Simply stated, Alere is not paid with TennCare dollars. Nor do the MCOs submit encounter data regarding Alere's services to TennCare.

#### Ownership

There are no individuals with membership interests in the applicant LLC. There are no plans to expand its ownership in the future. As stated in the application on page 5 (Executive Summary), Alere Women's and Children's Health, LLC is a wholly owned subsidiary of Alere Health, LLC, which is wholly owned by OptumHealth Care Solutions, Inc., which is ultimately owned by United Health Group, a publicly traded company.

United Health Group is a very large publicly traded company with multiple divisions and services. The only home health care entity it owns directly or indirectly is Alere Women's and Children's Health, LLC. It owns no licensed physical facilities such as hospitals or nursing homes. Alere Women's and Children's Health, LLC has home health agencies licensed in twenty States.

**December 16, 2015****4:08 pm**

<b>Table Five-A: 2014 Costs &amp; Charges (Gross Revenues) of Selected Agencies in the Service Area For All Disciplines (Except Cost/Visit)</b>				
<b>Agency*</b>	<b>Cost Per Skilled Nursing Visit</b>	<b>Gross Revenue Per Unduplicated Patient</b>	<b>Gross Revenue Per Visit</b>	<b>Gross Revenue Per Hour</b>
1	\$91	\$3,161	\$174.13	\$103.80
2	\$164	\$2,262	\$137.60	NA
3	\$175	\$2,343	\$159.28	NA
4	\$114	\$5,274	\$166.52	NA
5	\$175	\$4,092	\$165.05	NA
6	\$96	\$4,322	\$163.72	NA
7	\$88	\$4,116	\$159.68	\$65.87
Alere/Shelby Year One	NR	\$6,843	NR	NR

*Source: 2014 Joint Annual Reports; and Alere management.*

**\*Key to Agencies:**

1. Careall Homecare Services, Maury County
2. Magnolia Regional Health Care, Alcorn Co., Mississippi
3. Maury Regional Home Services, Maury County
4. NHC Homecare, Fayette County
5. NHC Homecare, Gibson County
6. NHC Homecare, Maury County
7. Volunteer Home Care, Gibson County

<b>Table Five-B: Alere/Shelby's Average Charges (Gross Revenue) Per Unduplicated Patient (All Counties)</b>		
	<b>CY2014</b>	<b>Year Two</b>
Total Unduplicated Patients	406	489
Gross Charges, All Services	\$3,145,035	\$3,346,364
Total Gross Revenue Per Patient	\$7,746	\$6,843

*Source: Alere management.*

**December 16, 2015****4:08 pm**

<b>Table Twelve-A: Alere Shelby's Use Rates in 2014</b>			
<b>County</b>	<b>Alere Agency's Total Patients in 2014</b>	<b>2014 Female Population 15-44</b>	<b>Alere Use Rate by Population of Childbearing Age</b>
<b>SHELBY CO. AGENCY</b>			
Fayette	7	7,249	0.097%
Hardeman	2	4,184	0.048%
Haywood	0	3,527	0.000%
Lauderdale	6	4,759	0.126%
Madison	4	20,414	0.020%
Shelby	301	201,356	0.149%
Tipton	15	12,930	0.116%
<b>AGENCY TOTAL</b>	<b>335</b>	<b>254,419</b>	<b>0.132%</b>

Source: Joint Annual Reports; TDH Population Projections 2013 Series.

Note: Patients exclude 41 from outside TN service area.



December 16, 2015

4:08 pm

REVISED Table Sixteen: Alere Shelby County Agency--Current and Projected Payor Mix on Gross Revenues (Billings)

CY 2014	Medicare (All Types)	%	TennCare / Medicaid	%	Commercial	%	Self Pay	%	Other/Charity	%	Total (100%)
Patients		0.0%	166	41.0%	236	58.0%	4	1%	0	0.0%	406
Gross Revenue		0.0%	\$1,223,418.62	38.9%	\$1,890,166.04	60.1%	\$31,450.35	1%	\$0.00	0.0%	\$3,145,035.00
Net Revenue		0.0%	\$385,099.38	34.6%	\$726,791.61	65.3%	\$1,113.00	0.1%	\$0.00	0.0%	\$1,113,004.00
Gross Revenue/Patient			\$7,369.99		\$8,009.18		\$7,862.59		#DIV/0!		\$7,746.39
Net Revenue/Patient			\$2,319.88		\$3,079.63		\$278.25		#DIV/0!		\$2,741.39
Year One	Medicare (All Types)	%	TennCare / Medicaid	%	Commercial	%	Self Pay	%	Other/Charity	%	Total (100%)
Patients		0.0%	185	41.0%	263	58.0%	4	1%	0.0		452
Gross Revenue		0.0%	\$1,203,240.41	38.9%	\$1,858,990.96	60.1%	\$30,931.63	1%	\$0.00		\$3,093,163.00
Net Revenue		0.0%	\$359,734.82	34.6%	\$678,921.49	65.3%	\$1,039.70	0.1%	\$0.00		\$1,039,696.00
Gross Revenue/Patient			\$6,504.00		\$7,068.41		\$7,732.91		#DIV/0!		\$6,843.28
Net Revenue/Patient			\$1,944.51		\$2,581.45		\$259.92		#DIV/0!		\$2,300.21
Year Two	Medicare (All Types)	%	TennCare / Medicaid	%	Commercial	%	Self Pay	%	Other/Charity	%	Total (100%)
Patients		0.0%	200	41.0%	284	58.0%	5	1%	0.0		489
Gross Revenue		0.0%	\$1,301,735.60	38.9%	\$2,011,164.76	60.1%	\$33,463.64	1%	\$0.00		\$3,346,364.00
Net Revenue		0.0%	\$389,182.18	34.6%	\$734,497.01	65.3%	\$1,124.80	0.1%	\$0.00		\$1,124,804.00
Gross Revenue/Patient			\$6,508.68		\$7,081.57		\$6,692.73		#DIV/0!		\$6,843.28
Net Revenue/Patient			\$1,945.91		\$2,586.26		\$224.96		#DIV/0!		\$2,300.21

Source: Alere management.

Note: This data is on a calendar year basis. It is not consistent with Alere's 2014 Joint Annual Report for two reasons:

1. The JAR is for the period ending June 30, 2014; this table is for the period ending December 31, 2014.
2. Alere has reported net revenue in its JAR rather than gross revenue because Alere bills only on a net revenue basis, at pre-negotiated "bundled" per diem rates. The table above shows gross revenues applicable before negotiating discounts for billing purposes.



**SUPPLEMENTAL #1**

December 16, 2015

4:08 pm

<b>SUPPLEMENTAL Table Twelve-C: Alere/Shelby Patients By Proposed New Counties--Year Two (2018)</b>							
<b>Proposed Counties To Be Added to Alere Shelby's Service Areas</b>	<b>Year One 2017 Female Population 15-44</b>	<b>Year Two 2018 Female Population 15-44</b>	<b>9-15 TDH Update of Year 2018 Female Pop 15-44</b>	<b>Agency's 2014 Average Use Rate in Its Current Counties</b>	<b>Year One Projected New Alere Patients</b>	<b>Year Two Projected New Alere Patients</b>	<b>Year Two 2018 Update--Projected New Alere Patients</b>
Benton	2,613	2,602	2,492	0.132%	3.45	3.43	3.29
Carroll	4,948	4,933	4,770	0.132%	6.53	6.51	6.30
Chester	3,965	4,035	4,114	0.132%	5.23	5.33	5.43
Crockett	2,779	2,816	2,701	0.132%	3.67	3.72	3.57
Decatur	2,045	2,099	1,795	0.132%	2.70	2.77	2.37
Dyer	7,261	7,284	7,219	0.132%	9.58	9.61	9.53
Gibson	9,889	9,960	9,350	0.132%	13.05	13.15	12.34
Hardin	4,324	4,359	4,262	0.132%	5.71	5.75	5.63
Henderson	5,230	5,221	5,301	0.132%	6.90	6.89	7.00
Henry	5,469	5,469	5,173	0.132%	7.22	7.22	6.83
Lake	886	884	838	0.132%	1.17	1.17	1.11
McNairy	4,805	4,863	4,505	0.132%	6.34	6.42	5.95
Obion	5,660	5,660	5,519	0.132%	7.47	7.47	7.29
Perry	1,229	1,225	1,298	0.132%	1.62	1.62	1.71
Wayne	2,515	2,503	2,427	0.132%	3.32	3.30	3.20
Weakley	8,747	8,765	7,663	0.132%	11.55	11.57	10.12
<b>NEW COUNTIES TOTAL</b>	<b>72,365</b>	<b>72,678</b>	<b>69,427</b>	<b>0.132%</b>	<b>95.52</b>	<b>95.93</b>	<b>91.64</b>
<b>PROJECTED ALERE PATIENTS</b>					<b>59</b>	<b>96</b>	<b>92</b>
<b>MINIMAL CHANGE BY UPDATE</b>			<b>-4.50%</b>				<b>-4.50%</b>

**December 16, 2015**

**4:08 pm**

**AFFIDAVIT**

**STATE OF TENNESSEE**

**COUNTY OF DAVIDSON**

NAME OF FACILITY: **Alere Women's & Children's Health**

I, **W. Brantley Phillips, Jr.**, after first being duly sworn, state under oath that I am the applicant named in this Certificate of Need application or the lawful agent thereof, that I have reviewed all of the supplemental information submitted herewith, and that it is true, accurate, and complete.

\_\_\_\_\_  
Signature/Title

Sworn to and subscribed before me, a Notary Public, this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
witness my hand at office in the County of \_\_\_\_\_, State of Tennessee.

\_\_\_\_\_  
NOTARY PUBLIC

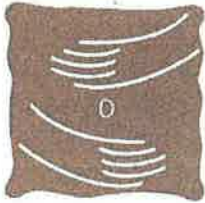
My commission expires \_\_\_\_\_, \_\_\_\_\_.

HF-0043

Revised 7/02

**December 16, 2015**

Accredited by AUCP 4:08 pm Obstetrical ultrasound



MID-SOUTH  
MATERNAL  
FETAL  
MEDICINE, P.C.

**Roy Bors-Koefoed, M.D.**  
**Christy Smith, W.H.N.P., MSN**  
**Shelia Thomas, F.N.P.**

December 1, 2015

Melanie M. Hill  
Health Services & Development Agency  
Andrew Jackson Bldg., 9th Floor  
502 Deaderick Street  
Nashville, Tennessee 37243

Re: Alere Women's and Children's Health, LLC  
West TN CON Expansion

Dear Ms. Hill:

On behalf of Midsouth Maternal Fetal Medicine and our patients, please allow me to add our support for the CON expansion of Alere Obstetrical Homecare Services throughout West TN.

Our practice is based in Shelby County in Memphis, TN. We have outreach into multiple counties beyond Shelby and receive referrals from OB providers in many of the rural counties in West TN. We specialize in managing high risk pregnancies and are affiliated with Baptist Women's Hospital and Methodist Lebonheur Hospital. We have worked with Alere for many years and have been impressed with the care that they provide to our patients. Their 17P administration service has been of great value to our patients to provide weekly injections by an Obstetrical RN and 24/7 access to an OB nurse for these patients at risk of a preterm delivery. This level of specialized homecare has made a difference to ensure compliance of this important weekly injection which has been shown to reduce Preterm Birth rates significantly. The challenge is when a patient lives outside of Alere's CON area and we can't provide this service based on their geographic location. We have also utilized Alere for services for Recurrent Nausea and Vomiting in Pregnancy, Hypertension Management in Pregnancy and Diabetes in Pregnancy to improve pregnancy outcomes and provide options for getting patients out of the hospital and reduce ER and ante partum admissions. These are all specialty services that no other homecare company in West TN can provide.

Please approve Alere's request for CON Expansion in West TN so our practice as well as other physicians may have access to these specialty services for appropriate patients in all of the counties we service. Thanks for your consideration.

Sincerely,

Dr. Roy Bors Koefoed



**December 16, 2015**

**4:08 pm**

November 23, 2015

Melanie M. Hill  
Health Services & Development Agency  
Andrew Jackson Bldg., 9th Floor  
502 Deaderick Street  
Nashville, Tennessee 37243

Re: Alere Women's and Children's Health, LLC  
West TN CON Expansion

Dear Ms. Hill:

On behalf of Mid-South Perinatal Associates, we would like express our strong support for the certificate of need application submitted by Alere Women's and Children's Health. We utilize Alere as needed to improve pregnancy outcomes and reduce cost of care. We have worked with Alere for many years to care for appropriate at-risk pregnant patients and feel West TN CON expansion would be beneficial to our patients and practice.

We are maternal fetal medicine specialists located within the Jackson-Madison General Hospital in Jackson TN where Dr. Wagner also serves as the Director of Perinatal Services. We specialize in caring for women with high risk pregnancies. Our outreach area includes the rural areas in West TN between Memphis and Nashville metro areas. The patients we serve are at risk of delivering prematurely or have other pregnancy-related complications. These conditions pose a serious threat to the health of the mother and baby and require close monitoring and regular care. For example, one service we have found extremely beneficial to our patients is Alere's 17P Home Administration Program. Patients with a history of preterm labor need weekly injections that are designed to reduce risk for premature delivery. Alere is able to provide these injections to our patients in Madison County where our office is located; however, they are currently unable to go into the counties beyond Madison County. Because of their lack of CON in all of West TN, we are unable to offer the same level of care to all of our patients based on where they live. Patients outside of Alere's current service area are offered the same injections but have to go into their OB office weekly to receive the injections creating a huge compliance issue. This therapy is not effective if patients do not receive their injection weekly. The patients that live in counties further from their MD offices are the ones that could benefit from Alere's services the most. Therefore, we are eager to have Alere's OB Homecare services available to all patients who may need them throughout our outreach area in West TN.

**RICHARD K. WAGNER, MD, FACOG • NATHAN J. HOELDTKE, MD, FACOG**  
BOARD CERTIFIED IN MATERNAL-FETAL MEDICINE

JACKSON-MADISON COUNTY GENERAL HOSPITAL • 620 SKYLINE DR., JACKSON, TN 38301-3923 • 731-541-6939 • FAX: 731-541-4570  
[www.midsouthperinatal.com](http://www.midsouthperinatal.com)



**SUPPLEMENTAL #1**

**December 16, 2015**

**4:08 pm**

Thank you for your consideration. We hope the Agency will take favorable action and grant the requested certificate of need.

Sincerely,

A handwritten signature in blue ink, appearing to read "R. Wagner".

Dr. Richard Wagner

A handwritten signature in blue ink, appearing to read "Nathan Hoeldtke".

Dr. Nathan Hoeldtke

Jenna Britt, Practice Manager

A handwritten signature in black ink, appearing to read "Jenna Britt".

Sherry Binckley, LPN

A handwritten signature in black ink, appearing to read "Sherry Binckley".

Claressa Cuyler, MA

A handwritten signature in black ink, appearing to read "Claressa Cuyler".

RICHARD K. WAGNER, MD, FACOG • NATHAN J. HOELDTKE, MD, FACOG

BOARD CERTIFIED IN MATERNAL-FETAL MEDICINE

JACKSON-MADISON COUNTY GENERAL HOSPITAL • 620 SKYLINE DR., JACKSON, TN 38301-3923 • 731-541-6939 • FAX: 731-541-4570

[www.midsouthperinatal.com](http://www.midsouthperinatal.com)



**December 16, 2015**

**4:08 pm**

## **Jackson Regional Women's Center**

Keith A. Micetich, M.D., F.A.C.O.G., F.R.C.S.(S)  
Sandra J. Boxell, M.D., F.A.C.O.G.  
Lane E. Williams, M.D., F.A.C.O.G.  
Pamela M. Evans, M.D., F.A.C.O.G.  
Cassandra L. Fronabarger, N.P.  
Rachel M. Holmes, N.P.-C

72 Physicians Drive  
Jackson, TN 38305  
Telephone: (731)668-4455  
Front Desk Fax: (731)668-9007

November 23, 2015

Melanie M. Hill  
Health Services & Development Agency  
Andrew Jackson Bldg., 9th Floor  
502 Deaderick Street  
Nashville, Tennessee 37243

Re: Alere Women's and Children's Health, LLC  
West TN CON Expansion

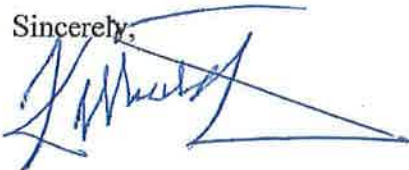
Dear Ms. Hill:

On behalf of all the physicians and staff of Jackson Regional Women's Center, we would like to offer our support of the much needed CON expansion in West TN for Alere's OB Homecare Services.

At Jackson Regional Women's Center, we specialize in OBGYN to provide quality health care for all aspects of a women's life including complicated pregnancies. We have been in practice in this area for 20 years. Our office is located in Madison County but our outreach extends to many of the rural counties in West TN. I am also the Chief of OBGYN at Regional Hospital of Jackson. We have utilized Alere's services for many years through referrals from our practice or the hospital and have experienced improved outcomes with their specialized obstetrical homecare. The difficulty we experience is when patients who need Alere's services are outside the county CON boundaries which limit the resources we can provide to patients in need of these services. We have no other resources in this area able to provide all the specialty services available through Alere. If you approve the requested CON expansion, it would obviously eliminate those boundaries, and allow us to offer consistent care to all of our appropriate patients.

Thank you for your consideration, and please let me know if there is anything more we can do to support this request for Alere's CON expansion in West TN.

Sincerely,



Dr. Keith Micetich

**December 16, 2015**

**4:08 pm**

***Surgical Associates of Martin  
Women's Health***

300 West Peach Street  
Martin, TN 38237  
731-587-2525

Elizabeth D. Lund, MD-FACOG  
Jami L. Maddox, CNM  
Rebecca N. Johnson, CNM

Jennifer E. Burgart, MD  
Melissa Reeves, FNP  
Elizabeth W. Roberts, FNP

November 23, 2015

Melanie M. Hill  
Health Services & Development Agency  
Andrew Jackson Bldg., 9th Floor  
502 Deaderick Street  
Nashville, Tennessee 37243

Re: Alere Women's and Children's Health, LLC  
West TN CON Expansion


Dear Ms. Hill:

The physicians and staff of Surgical Associates of Martin would like to express our support for the certificate of need application for Alere Women's and Children's Health expansion throughout West TN.

We are located in Martin, TN which is located in Weakly County and currently outside of Alere's CON area. We provide care to many pregnant patients in all the surrounding counties in West TN north of Jackson TN. We desire to have access to Alere's Obstetrical Homecare services to assist us in improving pregnancy outcomes and to provide alternatives to repeat or prolonged hospitalization. I am familiar with Alere from when they were Matria Healthcare from utilizing their services in my own pregnancy. Their system of care including highly trained team of OB RNs, ongoing education, and daily support for our high risk patients would be a great resource for our practice and high risk pregnant patients. Patients with a history of preterm delivery who we prescribe weekly 17P progesterone injections would greatly benefit by having an OB nurse available to go into their homes to give their injections rather than traveling to their OB office weekly starting at 16 weeks until 36 weeks. This would greatly impact compliance and the effectiveness of this proven therapy. There are no other homecare companies in our area who can provide these services for our patients. Now that ALL the TennCare plans cover Alere's 17P home administration program as well as many of Alere's other services, we do feel it is important to have access to their services. This would be possible if you allow Alere the requested expansion of CON in West TN.

Thank you in advance for your consideration of this request.

Sincerely,



Dr. Elizabeth Lund



1 Cameron Hill Circle  
Chattanooga, TN 37402-0001  
bluecare.bcbst.com

**SUPPLEMENTAL #1**

**December 16, 2015**

**4:08 pm**

December 3, 2015

Melanie M. Hill  
Executive Director  
Tennessee Health Services & Development Agency  
Andrew Jackson Bldg., 9th Floor  
502 Deaderick Street  
Nashville, Tennessee 37243

Re: Alere Women's and Children's Health, LLC  
CON Application No. 1506-025

Dear Ms. Hill:

I want to express BlueCare Tennessee's strong support for the certificate of need application filed by Alere Women's and Children's Health, LLC.

Since 1994, BlueCare Tennessee has been providing health care coverage to persons who qualify for TennCare in the state of Tennessee. Our organization currently serves more than 500,000 members across the state. And, in addition to TennCare, Cover Kids and Medicare Advantage programs. We work with Alere on a regular basis to care for our TennCare members, and we rely on Alere's specialized expertise to assist us in providing high-quality, personalized care at an affordable cost.

BlueCare Tennessee is very focused on preventing preterm births. Babies who are born too soon can have serious medical issues. For example, children who are born before 37 weeks often develop breathing or developmental problems that can lead to a lifetime of doctor or hospital visits. To minimize this risk, BlueCare of Tennessee proactively works to identify members who have a history of preterm delivery, and, where appropriate, we use weekly injections of "17P" – a progesterone formulation – to quiet the uterus and allow those mothers to carry to full term. Our goal is to do what is best for the mother and child, and if we can extend a pregnancy for even a few weeks longer it can have hugely beneficial implications for the health of the baby.

With its single focus on caring for high-risk pregnancy women and their children, Alere is an ideal partner to assist us in this important work. Alere's staff of obstetrical nurses are uniquely qualified to treat patients who need 17P, and to provide the regular and careful monitoring that those patients require. Alere's nurses are on call and available 24 hours a day. This high level of supervision and monitoring of high-risk patients significantly reduces the cost of care and improves maternal and fetal health. No other home health agency provides the specialized services offered by Alere.



**SUPPLEMENTAL #1**

**December 16, 2015**

**4:08 pm**

BlueCare Tennessee is, therefore, very eager to see that Alere's services are available throughout all Tennessee counties. Approval of Alere's certificate of need application will improve access to this important, very specialized kind of care and result in important cost savings for the State of Tennessee, and we encourage your Agency to approve the application at the earliest opportunity.

Thank you for your attention in this matter. Please do not hesitate to contact me with any questions.

Sincerely,



David M. Moroney, MD  
VP & Chief Medical Officer

**December 16, 2015**

4:08 pm



December 9, 2015

Melanie M. Hill  
Executive Director  
Tennessee Health Services & Development Agency  
Andrew Jackson Bldg., 9th Floor  
502 Deaderick Street  
Nashville, Tennessee 37243

Re: Alere Women's and Children's Health, LLC  
CON Application No. 1512-056 and -57

Dear Ms. Hill:

I want to express UnitedHealthcare Community Plan's strong support for the certificate of need application filed by Alere Women's and Children's Health, LLC.

Since 2007, UnitedHealthcare Community Plan has been one of three health plans that provide health care coverage to persons who qualify for TennCare in the Middle Tennessee region. Our organization currently serves over 450,000 members across the state. And, in addition to TennCare, we participate in the Temporary Assistance to Needy Families and Medicare Advantage programs. We work with Alere on a regular basis to care for our TennCare members, and we rely on Alere's specialized expertise to assist us in providing high-quality, personalized care at an affordable cost.

UnitedHealthcare Community Plan is very focused on preventing preterm births. Babies who are born too soon can have serious medical issues. For example, children who are born before 37 weeks often develop breathing or developmental problems that can lead to a lifetime of doctor or hospital visits. To minimize this risk, United Healthcare Community Plan proactively works to identify members who have a history of preterm delivery, and, where appropriate, we use weekly injections of "17P" – a progesterone formulation – to quiet the uterus and allow those mothers to carry to full term. Our goal is to do what is best for the mother and child, and if we can extend a pregnancy for even a few weeks longer it can have hugely beneficial implications for the health of the baby.

With its single focus on caring for high-risk pregnancy women and their children, Alere is an ideal partner to assist us in this important work. Alere's staff of obstetrical nurses is uniquely qualified to treat patients who need 17P and to do the regular and careful monitoring that those patients need. Alere's nurses are on call and available 24 hours a day. This high level of supervision and monitoring of high-risk patients significantly reduces the

**December 16, 2015**

**4:08 pm**

cost of care and improves maternal and fetal health. No other home health agency can provide the specialized services offered by Alere.

UnitedHealthcare Community Plan is, therefore, very eager to see that Alere's services are available throughout all Middle Tennessee counties. Approval of Alere's certificate of need application will improve access to this important, very specialized kind of care and result in important cost savings for the State of Tennessee, and we encourage your Agency to approve the application at the earliest opportunity.

Thank you or your attention in this matter. Please do not hesitate to contact me with any questions.

Sincerely,

A handwritten signature in black ink that reads "Joel F. Bradley MD". The signature is written in a cursive, flowing style.

Joel F. Bradley MD  
Chief Medical Officer  
UnitedHealthcare Community Plan of Tennessee  
8 Cadillac Dr  
Brentwood ,TN. 37027

**COPY**  
**Supplemental- #2**

**Alere Women's & Childrens Health**

**CN1512-056**

**December 18, 2015****4:00 pm**

W. Brantley Phillips, Jr.  
bphillips@bassberry.com  
(615) 742-7723

December 18, 2015

**VIA HAND DELIVERY**

Jeff Grimm, HSD Examiner  
Tennessee Health Services & Development Agency  
Andrew Jackson Bldg., 9th Floor  
502 Deaderick Street  
Nashville TN 37243

**Re: CON Application CN1512-056  
Alere Women's & Children's Health (Shelby Co.)**

Dear Mr. Grimm:

We are writing in response to your request dated December 17th for additional information. Our responses are numbered to correspond to the delineation of your questions. Per the applicable HSDA rule, we are providing this response in triplicate (with affidavit).

**1. Proof of Publication**

**Although referenced in the application, publisher's affidavits or copies of the LOI with date and mast intact was omitted from the application. Please provide this information to confirm publication of the LOI in all 7 of the newspapers identified in the copy of the LOI that HSDA received on December 1, 2015.**

**The table was completed as requested and returned in your 12/16/15 supplemental response.**

**However, the requested proof of publication was omitted from the response. Please submit a publisher's affidavit for each of the 7 newspapers confirming publication on the dates identified in the table.**

Please find attached proofs of publication from the following newspapers: *The Camden Chronicle*, *The News Leader*, *The Paris Post-Intelligencer*, *Buffalo River Review*, *The Wayne County News*, *The Jackson Sun* and *The Commercial Appeal*.

In addition, please find attached a revised page 37R substituting the Benton County data for the Bedford data. This revised page was requested as a part of Question #6 in your prior set of requests and was inadvertently left out of the responses filed on December 16th. We apologize for this oversight.

**December 18, 2015**

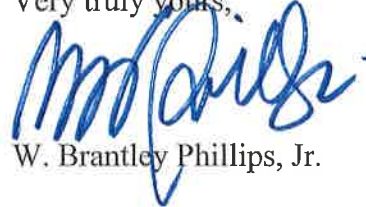
**4:00 pm**

Jeff Grimm  
December 18, 2015  
Page 2

Thank you for your assistance in this matter. We hope that the foregoing provides the additional information that HSDA requires in order to accept the pending application into the next review cycle. Please do not hesitate to contact us further as needed.

With kind regards, I remain,

Very truly yours,

A handwritten signature in blue ink, appearing to read "W. Brantley Phillips, Jr.", is written over the typed name.

W. Brantley Phillips, Jr.

WBP:  
Attachments

cc: John Wellborn

**December 18, 2015**

**4:00 pm**

**AFFIDAVIT**

**STATE OF TENNESSEE**

**COUNTY OF DAVIDSON**

**NAME OF FACILITY: Alere Women's & Children's Health**

I, **W. Brantley Phillips, Jr.**, after first being duly sworn, state under oath that I am the applicant named in this Certificate of Need application or the lawful agent thereof, that I have reviewed all of the supplemental information submitted herewith, and that it is true, accurate, and complete.

  
\_\_\_\_\_  
Signature/Title

Sworn to and subscribed before me, a Notary Public, this the 18th day of December, 2015, witness my hand at office in the County of Davidson, State of Tennessee.

  
\_\_\_\_\_  
NOTARY PUBLIC

My commission expires May 3, 2016.

HF-0043

Revised 7/02





NOTIFICATION  
TO APPLY FOR A CER

This is to provide official notice to the Development Agency and all interested parties with T.C.A. §§ 68-11-1601 et seq. Tennessee Health Services and Development Agency Children's Health LLC (a home health care company), intends to file an application for a license to provide home health care services limited to the care of high-risk pregnant women antepartum and postpartum needs, to be added to its current services. The estimated cost of the project is \$79,000. Benton, Carroll, Gibson, Hardin, Henderson, Hixson, Perry, Wayne, and Weakley.

The applicant is licensed as a health care facility by the Board for Licensing Health Care Facilities. The principal office is at 4000 Lenox Park Boulevard, Suite 400, Nashville, Tennessee 37219. The project does not contain major structural changes to the facility's licensed bed complement.

The anticipated date of filing the application is December 15, 2015. The contact person is Andrew Wellborn, who may be reached at (615) 665-2022.

Upon written request by interested parties, a public hearing shall be conducted. Any written objections should be sent to:

Tennessee Health Services  
Andrew Jackson B2  
502 Deader  
Nashville, TN

Pursuant to TCA Sec. 68-11-1601, any person or institution wishing to oppose a license application must file a written objection with the Tennessee Health Services and Development Agency no later than the next regularly scheduled Health Services and Development Agency meeting at which the application is presented. (B) any other person wishing to file written objection with the Tennessee Health Services and Development Agency at or prior to the meeting should file the objection by the Agency.

# THE CAMDEN CHRONICLE

144 West Main Street, Camden, TN  
(731)584-7200 • (731)584-4943

**SUPPLEMENTAL #2**

**December 18, 2015**

**4:00 pm**

## PROOF OF PUBLICATION

I, Dennis Richardson, Publisher of The Camden Chronicle, Camden, Tennessee, certify that the advertisement was published in said paper for 1 consecutive weeks. The first insertion was on the 3 day of Dec., 2015; the second insertion on the        day of       , 2015; and the third being on the        day of       , 2015; and the fourth on the        day of       , 2015. The charges of \$ 172.50 are due and have been paid.

The Camden Chronicle is the only legal newspaper published in Benton County, Tennessee. The newspaper is published each Thursday at 144 West Main Street, Camden, TN 38320.

*Dennis Richardson*  
Dennis Richardson, Publisher

## ACKNOWLEDGMENT

I, Dennis Richardson, personally appeared before me, Cheryl Young, known (or proved to me on the basis of satisfactory evidence), to be the person described in and who executed the foregoing instrument, and acknowledgment that he executed the same as his free act and deed.

WITNESS my hand and official seal at Camden, Tennessee, this the 3 day of Dec., 2015.

My Commission Expires: June 23, 2019

*Cheryl Young*  
Cheryl Young  
State of Tennessee Notary





December 18, 2015

## THE CAMDEN CHRONICLE 4:00 pm

144 West Main Street, Camden, TN  
(731)584-7200 • (731)584-4943PROOF OF PUBLICATION

I, Dennis Richardson, Publisher of The Camden Chronicle, Camden, Tennessee, certify that the following advertisement was published in said paper for 1 consecutive weeks. The first insertion being on the 3 day of Dec., 2015; the second insertion on the \_\_\_\_\_ day of \_\_\_\_\_, 2015; and the third being on the \_\_\_\_\_ day of \_\_\_\_\_, 2015; and the fourth being on the \_\_\_\_\_ day of \_\_\_\_\_, 2015. The charges of \$ 172.50 are due and have have not been paid.

The Camden Chronicle is the only legal newspaper published in Benton County, Tennessee. The Camden Chronicle is published each Thursday at 144 West Main Street, Camden, TN 38320.

Dec. 3, 2015  
Date

Dennis Richardson  
Dennis Richardson, Publisher

**ACKNOWLEDGMENT**STATE OF TENNESSEE  
COUNTY OF BENTON

Personally appeared before me, Cheryl Young, known (or proved to me on the basis of satisfactory evidence), to be the person described in and who executed the foregoing instrument, and acknowledgment that he executed the same as his free act and deed.

WITNESS my hand and official seal at Camden, Tennessee, this the 3 day of Dec., 2015.

My Commission Expires: June 23, 2019

Cheryl Young  
Cheryl Young  
State of Tennessee Notary



TSC-0713-4162

**NOTIFICATION OF INTENT  
TO APPLY FOR A CERTIFICATE OF NEED**

This is to provide official notice to the Health Services and Development Agency and all interested parties, in accordance with T.C.A. §§ 68-11-1601 et seq., and the Rules of the Health Services and Development Agency, that Alere Women's and Children's Health LLC (a home health agency with its principal office in Shelby County), owned and managed by Alere Women's and Children's Health, LLC (a limited liability company), intends to file an application for a Certificate of Need to provide home health agency services exclusively limited to the care of high-risk obstetrical patients with antepartum and postpartum needs, in the following 16 counties, to be added to its current service area, at a cost estimated at \$79,000: Benton, Carroll, Chester, Crockett, Decatur, Dyer, Gibson, Hardin, Henderson, Henry, Lake, McNairy, Obion, Perry, Wayne, and Weakley.

The applicant is licensed as a Home Health Agency by the Board for Licensing Health Care facilities. The applicant's principal office as of January 1, 2016 will be located at 3175 Lenox Park Boulevard, Suite 400, Memphis, TN 38115. The project does not contain major medical equipment or initiate or discontinue any other health service; and it will not affect any facility's licensed bed complements.

The anticipated date of filing the application is on or before December 15, 2015. The contact person for the project is John Wellborn, who may be reached at Development Support Group, 4219 Hillsboro Road, Suite 210, Nashville, TN 37215; (615) 665-2022.

Upon written request by interested parties, a local Fact-Finding public hearing shall be conducted. Written requests for hearing should be sent to:

Tennessee Health Services and Development Agency  
Andrew Jackson Building, 9th Floor  
502 Deaderick Street  
Nashville, TN 37243

Pursuant to TCA Sec. 68-11-1607(c)(1): (A) any health care institution wishing to oppose a Certificate of Need application must file a written objection with the Health Services and Development Agency no later than fifteen (15) days before the regularly scheduled Health Services and Development Agency meeting at which the application is originally scheduled, and (B) any other person wishing to oppose the application must file written objection with the Health Services and Development Agency at or prior to the consideration of the application by the Agency.



December 18, 2015

**HELP WANTED**  
Driver's CDL 1 yr. exp. Home  
every morning. Excellent  
Health/Supermarket. Bonus  
Great pay up to \$14.00 an hour  
Equipment and Great Money  
1100 West 7th Street, Suite 250  
435-3844

**DRIVERS: Immediate Opening!**  
Excellent Pay, Bonus!  
Comprehensive Benefits incl.  
100% P.A.D. Health, Dental!  
1 yr. Class-A w/flat-Tank  
Endorsement.  
1-888-884-8848

**SWINDLE'S**  
Backhoe & Dozer



**WE INSTALL**  
SEPTIC TANKS  
Haul Gravel & Dirt  
All types of backhoe,  
dozer, and trenching  
machine work, footings  
and basements

Home: 847-6146  
Cell: 549-5791

**NOTICE TO FURNISHERS**  
OF LABOR  
AND MATERIALS TO:  
Delta Contracting Company, LLC  
PROJECT NO.:  
20005-0219-04, 20005-0219-14  
CONTRACT NO.: CNP123  
COUNTY: Deatur  
The Tennessee Department of  
Transportation is about to make final  
settlement with the contractor for  
construction of the above referenced  
project. All persons wishing to file  
claims pursuant to Section 54-5,  
122, T.C.A. must file same with the  
Department of Transportation, Suite  
700 Joseph R. Pilkley Building, Nashville,  
Tennessee 37243-0328, on or  
before 01/05/16.

**REED**  
Dyer, TN

**Hiring Drivers!**  
Reefer - Van - New Power Equipment  
Must have experience. New & Improved Pay Scale  
\$4,000 Sign-On Bonus  
Paid Accessories  
Health, Vision, Life, Dental, Vacation, Holidays  
CALL NOW!!! Jerry Blanton: 800-826-9460 x.5



**TRACTOR SERVICES**  
• Grading  
• Bush Hogging  
• Tilling  
• Etc  
Call 731-549-6196

**Public Notice**  
PUBLICATION OF INTENT—HEALTH  
SERVICES & DEVELOPMENT AGENCY

**NOTIFICATION OF INTENT  
TO APPLY FOR A CERTIFICATE OF NEED**  
This is to provide official notice to the Health Services  
and Development Agency and all interested parties, in ac-  
cordance with T.C.A. §§ 68-11-1601 et seq., and the Rules of  
the Health Services and Development Agency, that Alere  
Women's and Children's Health LLC (a home health agency  
with its principal office in Shelby County), owned and man-  
aged by Alere Women's and Children's Health, LLC (a limited  
liability company), intends to file an application for a  
Certificate of Need to provide home health agency services  
exclusively limited to the care of high-risk obstetrical pa-  
tients with antepartum and postpartum needs, in the fol-  
lowing 10 counties, to be added to its current service area, at  
a cost estimated at \$70,000: Benton, Carroll, Chester, Crockett,  
Deatur, Dyer, Gibson, Hardin, Henderson, Henry, Lake,  
McNairy, Obion, Perry, Wayne, and Weakley.

The applicant is licensed as a Home Health Agency by  
the Board for Licensing Health Care facilities. The applica-  
tion's principal office as of January 1, 2016 will be located at  
3175 Lenox Park Boulevard, Suite 400, Memphis, TN  
38115. The project does not contain any major medical equip-  
ment or facilities or discontinue any other health service; and  
it will not affect any facility's licensed bed complement.  
The anticipated date of filing the application is on or be-  
fore December 15, 2015. The contact person for the project  
is John Wellborn, who may be reached at Development Support  
Group, 4218 Hillisboro Road, Suite 210, Nashville, TN  
37215; (615) 665-2022.  
Upon written request by interested parties, a local Fact-  
Finding public hearing shall be conducted. Written requests  
for hearing should be sent to:

Tennessee Health Services and Development Agency  
Andrew Jackson Building, 9th Floor  
502 Deaderick Street  
Nashville, TN 37243

Pursuant to TCA Sec. 68-11-1607(c)(1): (A) any health  
care institution wishing to oppose a Certificate of Need ap-  
plication must file a written objection with the Health Ser-  
vices and Development Agency no later than fifteen (15) days  
before the regularly scheduled Health Services and Develop-  
ment Agency meeting at which the application is origi-  
nally scheduled; and (B) any other person wishing to oppose  
the application must file written objection with the Health  
Services and Development Agency at or prior to the consid-  
eration of the application by the Agency.

**Notice of Foreclosure Sale**

Default having been made,  
and pursuant to the terms of a  
Deed of Trust recorded in  
Book 194, Page 1996, as mod-  
ified by agreement recorded  
in Book 287, Page 530, and  
Appointment of Substituted  
Trustee recorded in Book 304,  
Page 525, all in the Register's  
Office of Deatur County,  
Tennessee, to which reference  
is hereby made, and as Suc-  
cessor Trustee, I will, on  
THURSDAY, DECEMBER 10,  
2015, at 10:00 o'clock A.M.,  
Central Standard Time, offer  
for sale and sell, at the South  
Door of the Courthouse in  
Deatur County, Tennessee, to the  
last, highest and best bidder,  
for cash in hand paid and in  
bar of equity of redemption,  
homestead, dower and all  
other exemptions of every  
kind, which are expressly  
waived in said Deed of Trust  
instrument, the following de-  
scribed tract or parcel of land  
located in Deatur County,  
Tennessee, to-wit:

Tax Map 35G Group C Ctl  
Map 35G Parcel 001.01  
Being and lying in the 5th  
Civil District of Deatur  
County, Tennessee, and more  
particularly described as fol-  
lows:  
BEGINNING at a found  
38-inch iron pin in the South  
margin of Blue Bird Circle, 13  
feet from centerline and being

**Holiday Entertaining Without the Hassle**  
4:00 pm  
Holidays. Rather than worry  
about the hassle of having the  
holiday season, prepare for stress  
and entertaining with these tips and  
tricks.

**Get a Fresh Start**  
Trying to prepare everything at the  
last minute when guests are knocking  
at your door creates emotional  
stress. Instead, clean and prep the  
house a few days in advance.  
Quickly turn chores to checks on  
your to-do list. For example, use a  
dash of glue to fix the pucky towel rail  
on the powder room that keeps  
coming loose, or to repair broken  
handles on drawers and cabinets.  
While you're making home  
improvements here and there, get  
organized for holiday guests by  
relocating your own coats from the  
hall closet, leaving room for your  
visitors' winter gear. If your guests  
are bringing appetizers or cocktails,  
clean out the fridge in advance to  
have ample storage space.

**Don't Buy It, Buy It**  
Tired of hanging the same wreath  
on your door year after year? Create  
a new, modern focal point that can be  
used for multiple occasions. Spray  
paint a wooden wreath form and use  
cathedral silver and gold. Once dry,  
either the cathedrals in the  
wreath form in any direction. Use an  
adhesive that dries instantly and  
won't leave you with messy glue gun  
stains, such as Krazy Glue's  
Maximum Bond No Run Gel, which  
will give you time to decorate the rest  
of your home, rather than cleaning up  
your crafting space.  
By flipping a few of the cathedrals  
around on the outside, you can

**News from Sardis**

Hello! Hope you are up  
and going.  
Santa will be at the Sardis  
Senior Center this Friday,  
Dec. 4 at 6 p.m. Come out  
and enjoy. There will also be  
a book signing event for  
Winding Road to Liberty, the  
Wulfer's life story.  
Cathy O'Keefe visited  
my condolences to the  
family of Mr. Neal Rickman.  
Remington and I visited  
Jimmy Adams and Clara  
Martin Sunday after church.  
My condolences to the  
family of Mr. Neal Rickman.  
Mrs. Virginia Turnbow, Mr.  
Harold Mooney and Ms.  
Betty Byrd.

**Has Your Social  
Security Disability  
Been Denied?**  
For Help Call  
**J. MICHAEL IVEY**  
Attorney at Law  
**731-847-IVEY(4839)**  
Persons, Tennessee  
CALL FOR A FREE CONSULTATION!

**SUBOXONE FOR OPIOID  
ADDICTION**  
Contact:  
**Recovery of Life, PLLC**  
250 North Parkway, Suite 5  
Jackson, TN 38305  
**731-217-3777**

**Notice of Foreclosure Sale**

Said sale shall be made  
subject to any outstanding in-  
dividuals, taxes, or other  
encumbrances which may  
constitute a valid prior lien  
against said property, if any.  
Title to said land is believed to  
be good, but shall be sold and  
conveyed to the undersigned  
as Successor Trustee only,  
and not further or otherwise,  
and the buyer shall rely upon  
his own good judgment and  
investigation as to the status  
of title.  
The name and address of  
the holder of the indebtedness  
is as follows:  
Apex Bank of Camden, 180  
Hwy 64 North, P.O. Box 549,  
Camden, TN 38320.  
The name of the debtor is:  
Betty Castillo, a/k/a Betty  
Lance.  
The name of any parties in-  
terested as defined by T.C.A.  
35-5-104(d), is as follows:  
CACV of Colorado, LLC.  
The street address of the  
property is 871 Blue Bird Cir,  
Parsons, TN 38363.  
Dated at Parsons, Ten-  
nessee, NOVEMBER 5, 2015.  
Edwin C. Townsend, Jr.,  
Successor Trustee  
TOWNSEND AND  
TOWNSEND, ATTORNEYS  
58 Tennessee Avenue  
South  
P.O. Box 608  
Parsons, Tennessee 38363

**Public Notice**

The Deatur County  
Board of Education will  
meet in regular session, Fri-  
day, Dec. 4, 2015 at the  
Riverside High School Li-  
brary. Public input begins at  
5:30 p.m. and the meeting at  
5:45 p.m.  
Call meeting to order:  
Approve agenda.  
Approve consent agenda.  
Approve minutes.  
Approve paid bills.  
C. Accept Riverside  
High School head football  
coach resignation.  
D. Accept Riverside High  
School assistant football  
coach resignation.  
E. Approve LEA Compen-  
sation Report.  
4. Update from princi-  
pals.  
5. Update from director.  
6. Set next board meet-  
ing.  
7. Adjourn

**Public Notice**

The Tennessee Depart-  
ment of Agriculture,  
Forestry Division, is offering  
for sale under Bid # A-08-  
10-01 certain timber on  
Natchez Trace State Forest  
near Lexington, Tennessee.  
Sealed bids will be re-  
ceived in the District 6 office  
of the Division of Forestry,  
located on Eastern Shore  
Drive, Lexington, Ten-  
nessee, until 10:30 a.m. on  
DEC. 17, 2015, at which  
time they will be publicly  
opened.  
The Forestry Division es-  
timates, but does not guar-  
antee, that 247,219 board  
feet (International Foot-  
rule) of sawtimber is avail-  
able for removal.  
Only bids submitted on  
bid forms furnished by the  
Tennessee Department of  
Agriculture, Forestry Divi-  
sion, will be considered. The  
successful bidder will be re-  
quired to sign a timber sale  
contract, at which time he  
will pay the full purchase  
price and post a perform-  
ance bond equaling seven  
(7) percent of the sale price  
of the timber. Each of these

**Notice of Sale**

Deatur County Chancery  
Court Sale  
Civil Docket No. 2014-PR-  
427 Estate of Patrick William  
Sullivan  
To be sold Saturday, De-  
cember 5, 2015, 10:00 a.m.  
Deatur County Courthouse  
398 Honey Head Creek Road  
Parsons, Tennessee 38363  
and 1939 Chevrolet Tahoe  
and 1992 GMC van.  
In obedience with an order,  
entered in the Chancery Court  
of Deatur County, Ten-  
nessee, I will on Saturday, De-  
cember 5, 2015, at 10:00 a.m.,  
at the south door of the Court-  
house, Deatur County, Ten-  
nessee, will sell to the highest  
and best bidder the vehicles  
and the property as follows:  
Tract of real estate, located  
in the Sixth Civil District of  
Deatur County, Tennessee,  
and shown as Tax Map 057H,  
Group A, Parcel 008.03, of the  
Deatur County Tax Asses-  
sor's Office in Deaturville,  
Tennessee.  
Directions, pictures and  
additional information may be  
obtained at the following site:  
www.deaturchancery.com  
The property will be sold to  
the highest and best bidder  
for cash, ten percent (10%)  
down the day of sale and bal-

ance due upon delivery of  
deed. However, the bidding  
may be reopened within ten  
days. In order to reopen the  
bidding, the bid must be  
raised by a minimum of ten  
percent (10%). If the bid is  
raised the property shall be  
re-advertised and auctioned a  
second time. The property  
will then be sold to the high-  
est and best bidder. The suc-  
cessful bidder will be re-  
quired to sign a timber sale  
contract, at which time he  
will pay the full purchase  
price and post a perform-  
ance bond equaling seven  
(7) percent of the sale price  
of the timber. Each of these

amounts will be in the form  
of a certified or cashier's  
check payable to the Ten-  
nessee Department of Agri-  
culture, Forestry Division  
(separate checks will be re-  
quired).  
Forestry Division person-  
nel will conduct a tour of the  
sale area on Dec. 1, 2015.  
Those interested should  
meet at the Area Forester's  
office on Natchez Trace  
State Forest at 9:30 a.m.  
Interested bidders may  
obtain bid forms, pro forma  
contract, a map of the sale  
area, and additional infor-  
mation at  
http://www.tn.gov/agricul-  
ture/article/ag-forests-tim-  
ber-sales  
http://www.tn.gov/agricul-  
ture/article/ag-forests-tim-  
ber-sales or, by contacting  
Richard Sanderson, State  
Forest Forester, 10150  
Corinth Rd. Wildersville, TN  
38388, 731-968-3214 (of-  
fice) or 731-934-5383 (cell).  
District Forester Roy  
Ward, P.O. Box 438 Lexing-  
ton, TN, 38351, 731-968-  
6675 ext. 103

Elizabeth Carpenter, Clerk  
and Master and Special Com-  
missioner  
J. Michael Ivey  
Administrator Ad Litem  
300 Tennessee Avenue  
South  
Parsons, TN 38363  
Jason Pearty  
Attorney for Petitioner  
PO Box 100  
Parsons, TN 38363

**December 18, 2015**

**4:00 pm**

*The Paris* **Post-Intelligencer**

**PROOF OF PUBLICATION**

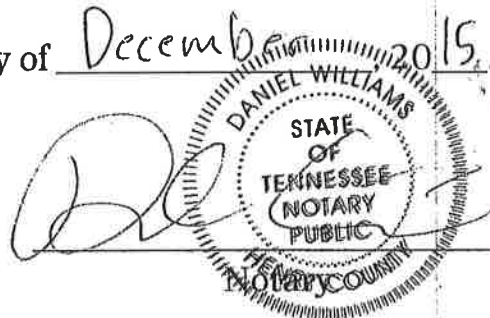
**State of Tennessee --- Henry County:**

This day personally before me the undersigned came **Michael B.**

**Williams**, Proprietor of **The Paris Post-Intelligencer**, a daily newspaper published in Paris, Tennessee, who makes oath in due form of law that the advertisement for certificat need, a copy of which has been provided, was published in said paper 12/2/15 and the printer's fee for same is \$ 124.20.

*Michael B Williams*

Sworn and subscribed to me this 16 day of December, 2015.



**My commission expires: August 22, 2017**





# Buffalo River Review

PO Box 914 • 115 South Mill St.  
Linden, TN 37096  
(931)589-2169 • Fax (931)589-3858

**SUPPLEMENTAL #2**

**December 18, 2015**

4:00 pm  
Addresses  
Ads or General Information  
brreview@tds.net  
News Copy Only:  
brreditor@tds.net

**Website:**  
www.buffaloriverreview.com

**RE:** NOTIFICATION OF INTENT

## AFFIDAVIT OF PUBLICATION

**STATE OF TENNESSEE  
COUNTY OF PERRY**

I, Sherri Groom, do swear that I am General Manager of the *Buffalo River Review*, a week newspaper published in Perry County, Tennessee, Town of Linden, having an actual and bona fide circulation in Perry County and that the NOTICE, of which the annexed and attached is true copy, was published for ONE (1) consecutive weeks, as follows, to-wit:

Wednesday, December 2, 2015

Sherri Groom

**Sherri Groom, General Manager  
The Buffalo River Review**

Subscribed and sworn to before me this 4th day of December, 2015.

Ginger Edwards

**Ginger Edwards, Notary Public**

My commission expires April 30, 2017





October 2, 2015, THIRTYEIGHT

190-100

190-100

Legal Notices can be viewed at our website: [www.tri-tribunenews.com](http://www.tri-tribunenews.com) under the Public Notices tab. Other TPA newspapers posting legal notices online may be found by visiting: [www.tri-publicnotice.com](http://www.tri-publicnotice.com) (a division of Inpress.com).

STATE OF INDIANA  
IN THE NEWTON CIRCUIT COURT

NOTICE  
}

NEWTON COUNTY  
1304-P-11

SS: CAUSE NUMBER: 56001-

IN THE MATTER OF THE PATERNITY OF  
CHLOE PEEVHOUSE  
CHLOE PEEVHOUSE, BY AND THROUGH  
THE OFFICE OF THE NEWTON COUNTY  
PROSECUTING ATTORNEY, AND  
HEATHER GRIFITH  
Petitioner  
vs.  
JOSHUA F. PEEVHOUSE  
Respondent

**ORDER**

Comes now the Petitioner, Heather Grubb, by and through the Office of the Prosecuting Attorney by Prosecuting Attorney Jeffrey D. Oswald, The Respondent, Joshua F. Perryhouse, both in person. This matter comes for hearing on the State's Petition to Establish.

The Court finds that service upon the Respondent was not perfected. The Court now orders this matter continued to February 24, 2016 at 10:00 a.m. The Office of the Prosecuting Attorney shall serve the Respondent by publication. Both parties are ORDERED to appear at said date and time.

All of which is Ordered, Adjudged, and Decreed this 08th day of November, 2015.

cc: Office of the Prosecuting Attorney  
cc: Heather Griffin  
cc: Joshua F. Perryhouse  
B 127

**NOTICE OF SALE OF REAL ESTATE**  
In obedience to the Agreed Order entered on September 2, 2016, and made in the captioned case of Perry County Nursing Home vs. Inst. Hearn, Docket Number 5061, I will on Saturday, the 19th day of December, 2016, at 10:00 o'clock a.m., in the courtroom of the courthouse in Linden, Tennessee, sell to the highest and best bidder, for cash, the tracts of land described as follows:

**TRACT NO. 1:**  
Lying and being situated in the First GCM District of Perry County,  
Tennessee; located on the north side of Cedar Creek Road, and being more particularly described as follows:  
Beginning at the Northeast corner of the Lands of late Moore Hannon  
as described in the deed recorded December 15, 1936 in Deed Book K-14 at Page 607 in the Perry County Register's Office; said said corner of  
the Northeast corner of the Lands of said late Moore Hannon as described  
in Deed Book K-14 at Page 607 in the Perry County Register's Office; and  
R. Flats as described in the deed recorded December 2, 1907 in Deed  
Book H-11 at Page 204 in said Register's Office, the Southeast corner  
of the Lands of Michael Robert Boyd as described in the deed recorded  
April 24, 2006 in Deed Book D-1 at Page 784 in said Register's Office,  
the Southeast corner of the Lands of Randy Kithly Moors as described  
in the deed recorded June 20, 1982 in Deed Book D-7 at Page 376 in  
said Register's Office, and being marked by a brass marked T-shaped  
in a fence; hence leaving said fence, said Lands of Boyd, and said Lands of  
Moors along the common corner of the Lands of said late Moore Hannon  
as described in the deed recorded December 15, 1936 in Deed Book K-14  
at Page 607 in said Register's Office; 167'37"25" North 105'55" East to a  
pole 1/2 inch in pipe well cap stamped 1983 on the north right of way line of  
Cedar Creek Road, and continuing South 167'37"25" North 32'25" East to  
a nail with tag stamped 1983 on the east line of said Cedar Creek  
Road (50 feet wide right of way) at the Northeast corner of Tract  
#3 of the Lands of the Hilder Family Pinnock Trust as described  
in the deed recorded March 9, 2012 in Deed Book D-13 at Page 781  
in the Perry County Register's Office; hence leaving said Lands of  
Flatt and said Tract #3 along a new line through the Lands of Hannon,  
being the line of the curve in the following: a length of 72'21" East  
to the center of a curve in the following: a distance of 367'50" East through  
a central angle of 2°23'24" for an arc length of 134' 66" with a chord  
bearing and distance of North 34°35'51" West 153'59" East to a point of  
compounded tangents, along the arc of a curve to the following a distance  
of 180'60" feet through a central angle of 6°38'24" for an arc length of  
104'26" feet with a chord bearing and distance of North 37°24'35"  
West 104'24" feet, North 30°59'11" West 50'59" feet, along the arc of a  
curve to the right having a distance of 780'30" feet through a central angle  
of 7°52'22" for an arc length of 81'61" feet with a chord bearing and  
distance of North 30°59'11" West 50'59" feet, along the arc of a curve  
02'38" East to a nail with tag stamped 1983 on an interior corner  
on the east line of the Lands of Jones and Michler, Jones as  
described in the deed recorded December 15, 1936 in Deed Book K-14

**At Page 613** in the Penny County Register's Office; thence along the common line between said Lands of Jones and said Lands of Hamm the following courses: continuing south said centerline North 31°53'40" West 189.74 feet, along it to a corner stake numbered 1075755; from said corner stake N 100.000 foot East 100.000 feet to 1075755; S 75°57'55" E 100.000 feet to a bearing of 283.74 feet with a chord bearing and distance the North 36°57'42" West 244.14 feet, North 45°51'44" West 200.007 feet, along the arc of a curve to the right having a radius of 2000.00 feet through a central angle of 78°57'; from are length of 204.01 feet said chord bearing a north 10°57'55" east 100.000 feet to a corner stake numbered 1075756; from said corner stake blamped RL# 2803; leaving said Cedar Creek Road N 45°00'00" East 25.32 feet to a bend in said creek with cap stamped RL# 1007 on said north right of way line, and continuing North 42°00'00" East 88.18 feet to a point in 32 inch Hickory sapling in an old fence line on the north side of said road; from said point in said sapling N 10°57'55" East 100.000 feet along the common line between said Lands of Moore and said Lands of Hamm, being generally along said fence line; South 63°20'05" East 100.38 feet to a 12 inch Hickory, South 57°30'12" East 79.81 feet to a 14 inch Oak, South 57°13'50" East 52.55 feet to a 19 inch Maple, South 57°13'50" East 52.55 feet to a wood cap stamped RL# 1007; from said wood cap N 26°27'64" East 100.000 feet to a double maple, South 57°13'50" East 150.88 feet to the point of beginning, containing 21.55 net acres, of which 7.02 acres are contained within the North 25 feet wide right of way of Cedar Creek Road, leaving 20.63 net acres. The above description was prepared from a survey completed on October 20, 2015 by Silver S. Keaton, Registered Professional Surveyor No. 10000, State of Texas, upon the record in Deed Book K-14, Page 607.

This being a portion of the property conveyed to Izee Moore Hane by J.A. and Gertrude Linnas Moore as described in the deed recorded December 15, 1939 in Deed Book K-54 at Page 781 in the Perry County Register's Office.

**TRACT NO. 2:**  
Lying and being situated in the First Civil District of Perry County, Tennessee; located on the south side of Cedar Creek Road, and being more particularly described as follows:

Containing a portion of the lands of Izee Moore Hane as described in the deed recorded December 15, 1939 in Deed Book K-54 at Page 607 in the Perry County Register's Office; said Northeast corner being the Northwest corner of the Lands of Richard S. and Cella P. Platt as described in the deed recorded December 2, 1937 in Deed Book K-11 at Page 304 in said Register's Office; the Southwest corner of the Lands of Michael Robert Byrd as described in the deed recorded April 24, 2000 in Deed Book D-11 at Page 794 in said Register's Office; the Southeast corner of the Lands of Family Kalm Hone as described in the deed recorded June 26, 1939 in Deed Book D-17 at Page 376 in said Register's Office; and being marked by a 6x6 of milled Treated pine, hence leaving said lower, south Lands of Byrd and Platt and said Lands of Moore along the common line between said Lands of Platt and said Lands of Hane. Sides 103°27'27" West 103°55'25" South to a 6x6 of milled

[illegible]

Charles Brown, Clerk & Master and Special Commissioner

Honorable Ricky L. Wood  
Attorney for Plaintiff  
P. O. Box 606  
Paducah, Tennessee 38363  
Honorable Marilee Yaffa Cagle  
Attorney for W. C. Hansen  
200 N. Oak Drive  
Centerville, Tennessee 37033  
Honorable Paul A. Englund  
Dearden Ad Union for Paul Hansen  
P. O. Box 458  
Ducato, Tennessee 38329

9/12/88

### FORECLOSURE SALE

Whereas, Christopher G. Greenberry by a Deed of Trust dated the 10th day of August, 2007, of record in Book 55, Page 55A, Register's Office of Perry County, Tennessee, conveyed to Billy W. Townsend, as trustee, the herein described property to  
secure the payment of a Promissory Note payable to Bernice Grimes and wife, Lea Grimes, and

Whereas, Billy W. Townsend, the said Trustee, is unable to act as such Trustee, and Percy L. Wood is hereby appointed by Assignment of Substitution Trustee of record in Book 117, Page 869, Register's Office of Perry County, Tennessee,

Whereas, default in the payment of the Note secured by said Deed of Trust has been made; and

Whereas, the mortgagor and holders of said Note has demanded that the property of said mortgagor be sold in satisfaction of said debt and the cost of the sale, in accordance with the terms and provisions of said deed of Trust and of said Note,

On October 19, 1991, notice in heavy print that E. Ricky L. Wood, Superintendent, Tennessee, was to be given, duty and authority was to be and imposed upon me, is said David of Tuffville on the 19th day of December, 1991, at 10:00 o'clock A.M., at the North door of the Perry County Courthouse, Linn, Tennessee, for ask to be the highest and best bidder for cash and here from the equity of consideration, somewhat, down and all other empires as provided in said David Wood's letter of 1991, properly in the Perry County, Tennessee, described as follows:

Bidding and more in the second [Perry] Civil District of Perry County, Tennessee and more particularly described and bounded as follows:

Lying and lying situated in the Second [Perry] Civil District of Perry County, Tennessee and lying West of and adjacent to Old Deacons-Linn Road, being more particularly described as follows, to-wit:

Beginning at the NW corner in the West 1/2 of the 1/4 of said Perry County, Tennessee, and running North 1/4 of the 1/4 of said Perry County, Tennessee, and being the Northwest corner of the tract here

described, between Leaning Woodland with said Wood R.O.W., South 30 degrees, 30 minutes, 00 seconds East 170.81 feet to an iron pin set in a horn stump, said iron pin being the Northeast corner of Cecil Robbins's as recorded in

**Deed Book C, Page 352, Register's Office of Perry County, Tennessee.**

And being the Southeast corner of the best being described, between Leaning said Wood R.O.W. with Robison South 55 degrees, 00 minutes, 00 seconds West 214.80 feet to an iron pin set, thence continuing with Robison South 68.46 degrees, 22 minutes, 51 seconds West and poising on an iron pin set at 210 feet, and at 238.00 feet to a point in Town's Creek, said point being the Southwest corner of the tract being described and being the Northeast corner of Robison's as being the Southeast corner of Johnny Woodcock as recorded in Deed Book C, Page 352, Register's Office of Perry County, Tennessee; thence between Leaning Robison with Woodland North 75 degrees, 31 minutes, 31 seconds East 60.24, North 57 degrees, 50 minutes, 45 seconds East 69.33 feet to a four Gum marked by corner a edge water and being the Northeast corner of the tract being described, thence continuing with Woodland North 67 degrees, 50 minutes, 31 seconds East 136.93 feet to an 10' Post Oak, thence continuing with Woodland North 18 degrees, 50 minutes, 15 seconds East 136.00 feet to an IPS at a 4' ditch, thence continuing with Woodland North 18 degrees, 50 minutes, 15 seconds East 74.41 feet to the point of beginning and enclosing 0.62 acre, as surveyed by Kenneth Calkins, P.L.S. In Witness We, 13th day, July, 1906.

This Conveyance is subject to the following Easement examined in plottings 2411 feet as recorded in Deed Book C, 24, Page 137, B, 18, Page 8 and the abandonment of railroad corridor, recorded in Deed Book C, 24, 317, Register's Office of Perry County, Tennessee.

Also conveyed herein is 1898 5000 ac. more or less, ALBINGW02924050, ALBINGW02924051, ALBINGW02924052, ALBINGW02924053.

Also conveyed and permanently affixed is the lot Pursuant to TENNESSEE CODE ANNOTATED Sec. 66-24-110, the character of the lot preceding registered instrument referred to this property and the book and name wherein it is recorded. Being the same property conveyed to Christopher G. Calkins, by deed of Rennie G. Calkins and wife, Liss G. Calkins, dated August 30, 2007, of record in Deed Book 40, Page 55, Register's Office of Perry County, Tennessee.

Said sale may be adjourned to another time or may be postponed to another date by public announcement at the appointed time of sale without re-advertisement.  
Said sale will be for cash. Title to the property is believed to be good but I will sell as Substantive Trustee only.  
Dated at Petros, Tennessee, on the 19th day of November, 2015.

Picky L. Wood, Attorney  
 Post Office Box 636  
 Parsons, Tennessee 38363

WOOD LAW OFFICES, P.A.  
 Picky L. Wood  
 Hannah Wood Law, Attorney  
 Post Office Box 636  
 Parsons, Tennessee 38363

B 129

**PUBLICATION OF INTENT—HEALTH SERVICES & DEVELOPMENT AGENCY**  
The following shall be published in the "Legal Notice" section of the newspaper, in a space no smaller than two (2) columns by two (2) inches:

**NOTIFICATION OF INTEREST  
TO APPLY FOR A CERTIFICATE OF NEED**

This is to provide official notice to the Health Services and Development Agency and all interested parties, in accordance with I.C.A. §§ 36-11-1501 through 36-11-1509, that the Maryland Department of Health and Mental Hygiene ("MDH") and Children's Health LLC ("CHL"), a wholly owned subsidiary of Children's Hospital & Clinician's Health LLC ("CHC") (a home health care organization) with principal office in Shelby County, entered and managed by Alterra Women's and Children's Health, LLC (a limited liability company), intends to submit an application for a Certificate of Need to provide home health agency services exclusively limited to the care of high-risk obstetrical patients at the following address: 3875 University Avenue, Suite 100, Baltimore, Maryland 21206. The proposed facility will be added to its current service area, at a cost estimated at \$750,000. Benoit, Daniel, Chiodo, Chester, Cook, Dancake, Gray, Gibson, Harter, Henderson, Henry, Lake, McCalley, Oltrop, Perry, Wayne, and Waskalyk.

The applicant is Enclosed as are the Home Health Agency by the Board for Health Service Regulation ("BHSR"). The application packet, which is due on or before January 1, 2015 will be located at 3175 Lenox Park Boulevard, Suite 400, Memphis, TN 38115. The project does not require major medical equipment or replace or discontinue any other health services; and it will not affect any facility's licensed bed complements. The anticipated date that the application is expected to be completed is February 15, 2015. The contact person for the application is Dr. John Winkler, Director of Regulatory Affairs, at Development@alterra.com, 4209 Hillhouse Road, Forest Hill, MD 21050, Tel: 410-271-2215; Fax: 410-271-2002.

In written request by interested parties, a local Feed-Forward public hearing shall be conducted. Written requests for hearing shall be sent to:

Tennessee Health Services and Development Agency  
Andrew Jackson Building, 8th Floor  
502 Desander Street  
Nashville, TN 37243

Pursuant to TCA Sec. 58-11-107(p)(1): (A) any health care institution wishing to oppose a Certificate of Need application must file a written objection with the Health Services and Development Agency no later than fifteen (15) days before the regularly scheduled Health Services and Development Agency meeting at which the application is originally scheduled, and file any other person wishing to oppose the application must file written objection with the Health Services and Development Agency at or prior to the consideration of the application by the Agency.

**NOTICE TO CREDITORS**  
As Required by TGA §39-2-308  
Case Number: P83-318

In the Matter of the Estate of REBECCA A. REED, Deceased

Notice is hereby given that on the 24<sup>th</sup> day of November, 2015, Letters of Administration in respect to the Estate of REBECCA A. REED, who died November 13, 2015, were issued to the undersigned by the Chancery Court of Boone County, Tennessee.

Justice Clerk to Family Court, is required to:  
 (a) accept, protect and non-maleficent, hearing claims, matured or  
 immature against the Estate as represented to this the same in duplicate  
 with the Court of the above named Court or on behalf of the said  
 parties prescribed in (i) or (2) otherwise their claim will be forever barred.  
 (1) (A) Four (4) months from the date the first petition is  
 received by the Court may any day of this date if the creditor received an  
 actual copy of the notice to creditors at least sixty (60) days before  
 the date that is four (4) months from the date of the first petition (or  
 pooling); or  
 (B) Sixty (60) days from the date the creditor received an actual copy  
 of the notice to creditors if the creditor received the copy of the notice  
 less than sixty (60) days from the date that is four (4) months from  
 the date of the first petition as described in (1) (A); or  
 (2) Twelve (12) months from the decedent's date of death.  
 This is the 2nd day of November, 2015.  
 All persons interested in the above Estate may come forward and make  
 proper settlement with the undersigned at any time.  
 Jennifer Rife, Administrator  
 Charlene Brinson, Family County Clerk & Master  
 Attorney for Estate  
 Katherine V. Moore  
 1000 North Main Street  
 P.O. Box 891  
 Lexington, TN 37066

Pg 128

**SUPPLEMENTAL #2**

**December 18, 2015**

**4:00 pm**

*The Wayne County News*

**WAYNESBORO, TENNESSEE**

State of Tennessee, Wayne County:

Lisa Calton, Bookkeeper of The Wayne County News, a weekly newspaper printed and published at Waynesboro, Wayne County, Tennessee, solemnly swear that the attached Notice was published in the said newspaper for 1 consecutive issues, beginning with the issue of 12/2, 20 15 and ending with the issue of 12/2, 20 15

Lisa Calton

Subscribed and sworn to before me, a Notary Public, in and for said county and state, this 18th day of December, 20 15

Kathleen Brisson Notary Public  
My commission expires July 23, 20 18

<u>12</u>	inches/words	\$ <u>63.60</u>
_____	inches/words	\$ _____
_____	inches/words	\$ _____
_____	inches/words	\$ _____
_____	inches/words	\$ _____
_____	inches/words	\$ _____
_____	inches/words	\$ _____

Total Publication Fees Due \$ 63.60



TCAT-Crump currently houses both day and evening Welding Technology program. Interested parties should contact the College at (751) 632-3393 for enrollment **4:00 pm.**

## COMMUNITY EVENTS

### LEARN TO RECOGNIZE SIGNS OF DRUG ABUSE

Narconon reminds families that abuse of addictive pharmaceutical drugs is on the rise. Learn to recognize the signs of drug abuse and get your loved ones help if they are at risk. Call Narconon for a free brochure on the signs of addiction for all types of drugs. Narconon also offers free screenings or referrals. 800-431-1754 or Prescription-abuse.org. Addiction Counseling - Narconon can help you take steps to overcome addiction in your family. Call today for free screenings or referrals, 800-431-1754.

**"Done Right the First Time!"**

**OWL'S AUTO REPAIR**

FOREIGN & DOMESTIC • REPAIR SPECIALIST  
MAJOR & MINOR REPAIRS

9107 Hwy 69, Lutts, TN • 0.4 Miles to State Line AL 20

We Are Now A



AUTHORIZED DEALER

**931-724-4260**

We Are Now A



AUTHORIZED DEALER

**BRIAN OWL**  
**ASE MASTER AUTOMOBILE TECH.**  
Can Fix/Repair Just About Anything with a Sparkplug  
**••TRANSMISSION EXPERT••**

### NOTIFICATION OF INTENT TO APPLY FOR A CERTIFICATE OF NEED

This is to provide official notice to the Health Services and Development Agency and all interested parties, in accordance with T.C.A. §§ 68-11-1601 et seq., and the Rules of the Health Services and Development Agency, that Alere Women's and Children's Health LLC (a home health agency with its principal office in Shelby County), owned and managed by Alere Women's and Children's Health, LLC (a limited liability company), intends to file an application for a Certificate of Need to provide home health agency services exclusively limited to the care of high-risk obstetrical patients with antepartum and postpartum needs, in the following 16 counties, to be added to its current service area, at a cost estimated at \$79,000: Benton, Carroll, Chester, Crockett, Decatur, Dyer, Gibson, Hardin, Henderson, Henry, Lake, McNairy, Obion, Perry, Wayne, and Weakley.

The applicant is licensed as a Home Health Agency by the Board for Licensing Health Care facilities. The applicant's principal office as of January 1, 2016 will be located at 3175 Lenox Park Boulevard, Suite 400, Memphis, TN 38115. The project does not contain major medical equipment or initiate or discontinue any other health service; and it will not affect any facility's licensed bed complements.

The anticipated date of filing the application is on or before December 15, 2015. The contact person for the project is John Wellborn, who may be reached at Development Support Group, 4219 Hillsboro Road, Suite 210, Nashville, TN 37215; (615) 665-2022.

Upon written request by interested parties, a local Fact-Finding public hearing shall be conducted. Written requests for hearing should be sent to:

Tennessee Health Services and Development Agency  
Andrew Jackson Building, 9th Floor  
502 Deaderick Street  
Nashville, TN 37243

Pursuant to TCA Sec. 68-11-1607(c)(1): (A) any health care institution wishing to oppose a Certificate of Need application must file written objection with the Health Services and Development Agency no later than fifteen (15) days before the regularly scheduled Health Services and Development Agency meeting at which the application is originally scheduled, and (B) any other person wishing to oppose the application must file written objection with the Health Services and Development Agency at or prior to the consideration of the application by the Agency.

**SALE SALE SALE SALE SALE SALE SALE SALE SALE SALE**

**#1**  
**Guaranteed!**

**METALS**

Hohenwald  
**6-2283**

**Trim & Accessories**

10 Year Warranty #1

Galvalume \$1<sup>23</sup> PLF

Color \$1<sup>65</sup> PLF



Barns • Sheds • Etc.

**SALE SALE SALE SALE SALE SALE SALE SALE SALE SALE**

**AUCTION**  
**MBER 4<sup>TH</sup>, 2015**  
**RTS at 6 P.M.**  
**AUCTION**  
**ITY ROAD**  
**TN 38463**

Is of merchandise to  
new kinds of toys for  
will be several sellers,  
of Huntsville, Al. offer-  
ems for the children,  
your life. There will  
toys for the little one  
s. You could find that  
or that special person  
tate to come on out

a variety of great

auCTION so come  
be Great!  
here.

**December 18, 2015**

**4:00 pm**

**AFFIDAVIT OF PUBLICATION**

0000885999

Newspaper Jackson Sun

State of Tennessee

Account Number NAS-300253JS

Advertiser BASS BERRY AND SIMS PLC

BASS BERRY AND SIMS PLC

BASS BERRY

150 3RD AVE S STE 2800

NASHVILLE, TN 37201

**TEAR SHEET  
ATTACHED**

*R Perry*

Sales Assistant for the above mentioned newspaper,

hereby certify that the attached advertisement appeared in said newspaper on the following dates:

12/02/15

*R Perry*

Subscribed and sworn to before me this 4th day of Dec 2015

*Donna Walker*

Notary Public



MY COMMISSION EXPIRES:  
MAY 08, 2017

1800 pm

[illegible]

## THE JACKSON SIDE WANTS OLIVER

**The Jackson Sun** **to media** **GANNETT**



NO Application fees. NO Move-In fees. NO PET DEPOSITS!  
NICE, NEAT, CLEAN PLACES TO LIVE  
www.bweproperties.com  
www.5NETOWNHOMES.COM  
Discounts available & Lease-Purchase Opportunities too!  
Ask about "Rent-To-Own" Programs  
Call For Details: 731-431-1144  
Toll Free: 1-866-819-5142 (1-866-819-5142)

 Springer

474 DRIVE No. 1000



**December 18, 2015**

**4:00 pm**

**The Commercial Appeal  
Affidavit of Publication**

**STATE OF TENNESSEE  
COUNTY OF SHELBY**

Personally appeared before me, Patrick Maddox, a Notary Public, Helen Curl, of MEMPHIS PUBLISHING COMPANY, a corporation, publishers of The Commercial Appeal, morning and Sunday paper, published in Memphis, Tennessee, who makes oath in due form of law, that she is Legal Clerk of the said Memphis Publishing Company, and that the accompanying and hereto attached advertisement was published in the following editions of The Commercial Appeal to-wit:

**December 2, 2015**

Helen Curl

Subscribed and sworn to before me this 3rd day of December, 2015.

Patrick Maddox

Notary Public

My commission expires February 15, 2016.



My Commission Expires 02/15/2016

901-213-9322

## Driver/Transport

### CLASS A CDL DRIVERS

- Affordable Benefits
- Pay Scale up to \$43cpm
- Home Weekends
- Safety & Longevity Bonus
- Paid Vacation
- 2 years OTR in last 3 years
- Call DTI @ 866-677-4333
- www.dancortransit.com



## Building Supplies

### DISCOUNT BUILDING SUPPLY

327-1625

1260 N. HOLLYWOOD

8-5 Mon. - Fri. 8-12 Sat.

DELIVERY SERVICE

1/2 x 4/8 Plywood.....\$16.99

90 lbs. Roll Roofing.....\$18.99

Roof Shingles, sq.....\$40.95

4/8 Siding.....\$14.95

12" x 12" Lapsiding.....\$6.95 ea.

Lumber, Cabinets & Doors

## Legal Notices

## Legal Notices

### NOTIFICATION OF INTENT

#### TO APPLY FOR A CERTIFICATE OF NEED

This is to provide official notice to the Health Services and Development Agency and all interested parties, in accordance with T.C.A. §§ 58-11-1501 et seq., and the Rules of the Health Services and Development Agency, that Alerie Women's and Children's Health LLC (a home health agency with its principal office in Shelby County), owned and managed by Alerie Women's and Children's Health, LLC (a limited liability company), intends to file an application for a Certificate of Need to provide home health agency services exclusively limited to the care of high-risk obstetrical patients with antepartum and postpartum needs, in the following 16 counties, to be added to its current service area, at a cost estimated at \$79,000: Benton, Carroll, Chester, Crockett, DeKalb, Dyer, Gibson, Hardin, Henderson, Henry, Lake, McHenry, Obion, Perry, Wayne, and Weakley.

The applicant is licensed as a Home Health Agency by the Board for Licensing Health Care facilities. The applicant's principal office as of January 1, 2016 will be located at 3175 Lenox Park Boulevard, Suite 400, Memphis, TN 38115. The project does not contain major medical equipment or facilities or discontinue any other health service; and it will not affect any facility's licensed bed complements.

The anticipated date of filing the application is on or before December 15, 2015. The contact person for the project is John Wellborn, who may be reached at Development Support Group, 4219 Hillsboro Road, Suite 210, Nashville, TN 37215; (615) 655-2022.

Upon written request by interested parties, a local Fact-Finding public hearing shall be conducted. Written requests for hearing should be sent to:

Tennessee Health Services and Development Agency

Andrew Jackson Building, 9th Floor

502 Deadend Street

Nashville, TN 37243

Pursuant to T.C.A. Sec. 58-11-1607(c)(1): (A) any health care institution wishing to oppose a Certificate of Need application must file a written objection with the Health Services and Development Agency no later than fifteen (15) days before the regularly scheduled Health Services and Development Agency meeting at which the application is originally scheduled, and (B) any other person wishing to oppose the application must file the written objection with the Health Services and Development Agency at or prior to the consideration of the application by the Agency.

## Commercial Property /

**HUGHES AR**  
318 BLACKWOOD, 50X115 STEEL  
BLDG. 30X40 SHOP ALL  
CONCRETE, FENCED, 30  
MIN. FROM BRIDGE, 75K,  
(870)633-4567 or  
(870)317-8580.

**SOUTHAVEN**  
Previously a Restaurant.  
(901) 682-2555

## Offices/Warehouses/Rent

**POPLAR AVENUE**  
graberinvestments.com  
(901) 682-2555

**Real Estate Rentals**

## Apartments - Furnished

**MIDTOWN** - Studios & 1 BRs  
Quiet. Util inc. \$600 & up. No  
smoke/no pets. 901-276-7472

## Apartments - Unfurn.

**BRITANNY APTS** Nice 1BR,  
quiet, all appl. apt \$355 \$100  
Move in spec no dep. 685-1976,  
324-6454

There's no place like here!  
The Commercial Appeal Classifieds

Phone # 901-337-4212



## Homes Unfurnished

**AFFORDABLE HOMES FOR RENT**  
\$395 & Up. 2 & 3 Bedroom.  
212-7431

**ALL AREAS** All Areas  
250+ Homes for Rent  
Move In Specials  
EZ Credit Approval  
Newly Renovated Homes  
Ready and Company  
Open 6 Days a week  
(901)842-0805

**BARTLETT** - 6321 Jupiter Ave.  
Totally renovated 3BR/2BA,  
2 car carport. Excellent cond.  
NEW, NEW, NEW!!  
Non-smoking & no pet home.  
\$1,150/mo. Call 901-277-7373.



**EAST MEMPHIS** - 1 bedroom,  
Kitchen turn. w/window A/C,  
newly remodeled. \$450/mo.  
\$300/dep. 615-424-6837

## FRAYSER

3BR, 2BA \$595  
\$300 dep., 212-7431

## SUPPLEMENTAL #2

December 18, 2015

4:00 pm

**December 18, 2015**

**Joint Annual Report of Home Health Agencies - 2014 Final  
Comparison of Population Based Need Projection vs. Actual Utilization (2019 vs. 2014)\*\***

Service Area	Agencies Licensed to Serve	Agencies Report Serving	Total Patients Served	Estimated 2014 Pop.	Use Rate	Projected 2019 Pop.	Projected Capacity	Projected Need (.015 x 2019 Pop.)	Need or (Surplus) for 2019
Benton	11	11	636	16,624	0.0382579403	16,727	640	251	(389)
Carroll	14	15	1,333	28,458	0.0468409586	28,258	1,324	424	(900)
Chester	13	14	640	17,888	0.0357781753	18,811	673	282	(391)
Crockett	11	11	557	14,799	0.0376376782	15,038	566	226	(340)
Decatur	14	14	639	11,907	0.0536659108	12,059	647	181	(466)
Dyer	10	10	2,064	38,996	0.0529285055	39,736	2,103	596	(1,507)
Gibson	15	16	1,885	50,841	0.0370763754	52,184	1,935	783	(1,152)
Hardin	14	15	1,221	26,401	0.0462482482	26,743	1,237	401	(836)
Henderson	11	13	1,079	28,844	0.0374081265	30,072	1,125	451	(674)
Henry	10	10	1,253	33,083	0.0378744370	33,922	1,285	509	(776)
Lake	6	5	411	8,152	0.0504170756	8,513	429	128	(302)
McNairy	14	14	1,354	26,846	0.0504358191	27,625	1,393	414	(979)
Obion	11	10	1,220	31,747	0.0384288279	31,600	1,214	474	(740)
Perry	10	8	299	8,154	0.0366691195	8,414	309	126	(182)
Wayne	11	9	818	17,298	0.0472887039	17,598	832	264	(568)
Weakley	14	14	1,366	35,714	0.0382483060	36,355	1,391	545	(845)
<b>Service Area</b>	<b>189</b>	<b>189</b>	<b>16,775</b>	<b>395,752</b>		<b>403,655</b>	<b>17,103</b>	<b>6,055</b>	<b>(11,047)</b>

\*Most recent year of Joint Annual Report data for Home Health Agencies

\*\*Data is projected four years from the year the Home Health data was finalized, not the actual year of Home Health data.

Population Data Source: The University of Tennessee Center for Business and Economic Research (UTCBER) Projection Data Files, reassembled by the Tennessee Department of Health, Division of Policy, Planning and Assessment.

Note: Population data will not match the UTCBER data exactly due to rounding.